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WE THINK it will be agreed that the letters we print this week on the results of the new system at Somerset House shew a sufficient case for remonstrance against the official arrangements. If legal Members of Parliament were zealous in looking after official vagaries affecting solicitors and their clients, a question would long ago have been asked in the House of Commons on the subject of the new arrangements; but, unfortunately, since the death of the late Mr. GREGORY, solicitors have had no active representative in Parliament. Whether the Council of the Law Society are taking any steps towards making representations on the subject is, of course, a mystery, possibly only to be revealed six months hence when the Annual Report appears.

MUCH CRITICISM has of late been bestowed upon the War Office and the organization of the English Army. But things are surely better than they were in the days of King GEORGE III. and Lord KENYON. We read that in 1791 in *Rex* v. *Lubbenham* (4 Term Rep. 251), a case as to the validity of an order of removal: "The pauper ELIZABETH was married about seventeen years ago to THOMAS HUTCHINS, who was settled at Oxendon. Two years afterwards he was convicted of highway robbery, and condemned, but reprieved on his enlisting as a soldier." It is not generally known that at this period of our history the Government made arrangements with contractors who undertook to raise the number of soldiers required, receiving a specific sum as bounty money for each recruit. The result of this system was that the ranks were filled by released debtors, pardoned criminals, and impressed paupers and vagrants. The present mode of recruiting, and the addition to the daily pay and the comforts of the soldier must certainly have introduced a better class of men into the British Army.

THE LETTER purporting to be addressed by the Chief Librarian of the Edinburgh Public Library to the Provost of Kilmarnock, and containing an offer, on behalf of Mr. CARNEGIE, of half a million sterling for the erection of a Burns Temple, suggests some inquiry as to the legal liability of those who take part in certain practical jokes. The "Berners-street Hoax" of THEODORE HOOK, which he carried out by writing a number of letters in the name of an old lady, purporting to contain orders for goods and also invitations to an entertainment, is said to have caused the street to be blocked with carriages for the whole day, and was no doubt the cause of much distress and annoyance to a number of persons. We have little doubt that the perpetrator of such a hoax could be made civilly liable, and if more than one person took part in it, they might possibly be indicted for conspiracy. The latest case on the subject appears to be *Wilkinson* v. *Downton* (1897, 2 Q. B. 57), where the defendant, by way of practical joke, falsely represented to the plaintiff that her husband had sustained a serious accident. She believed it to be true, and in consequence suffered a violent nervous shock which rendered her ill. It was held that there was a good cause of action.

THE CENTRAL and Associated Chambers of Agriculture are urging upon the Government the passing of a measure dealing with the whole subject of local taxation, and that meanwhile the

Agricultural Rates Act, 1896, should be continued. That Act was originally limited to continue only for "five years after the 31st of March next after the passing" of the Act, but by the Agricultural Rates Act, 1896, Continuance Act, 1901, its period of continuance now stands extended until the 31st day of March, 1906, so that there will be plenty of time within which to consider whether it shall be still further continued or not. It has been stated that it will not be continued this session. The question of rating, it may be observed, has now stood over for permanent settlement for more than sixty years, the Poor Rate Exemption Act, 1840, which exempts stock-in-trade and other personal property from rating, having been renewed annually by Expiring Laws Continuance Acts since its first passing, somewhat hurriedly, in consequence of the decision in *R.* v. *Lumsdaine* (10 Ad. & E. 157), that inhabitants of parishes are liable to be rated as such in respect of their ability "derived from stock-in-trade or other (*sic*) property for or towards the relief of the poor"—a decision which was clearly in accordance with the Poor Relief Act, 1601 (43 Eliz. c. 2), commonly called "the Act of Elizabeth."

THE LIST of "Words Judicially Considered" in the leading digests now extends over many pages, and in Mr. STROUD'S recent work the subject occupies three volumes. We have read with some interest a decision on the meaning of the word "about." In the case of *The Acme Wood Flooring Co.* v. *Sutherland Innes Co.* (*Limited*), an action for the breach of a contract for the sale of "about 1,500 loads of American satin walnut wood red gum," the first question was what meaning was to be given to the word "about." The learned judge (BRUCE, J.), in his judgment, observed: "It was contended by the defendants that the introduction of the word 'about' entitled either of the parties to treat the contract as meaning 10 per cent. more, or 10 per cent. less, than 1,500 loads. It was contended by some of the witnesses that a larger margin might be allowed by virtue of the word 'about,' but no evidence was given to satisfy me that there was any well-established usage in the timber trade to give so extended a meaning to the word 'about.' No doubt, in some cases spoken to by the witnesses, the parties to the contract did not insist upon the delivery of the full amount of timber contracted for, but none of the witnesses spoke to a usage by which parties standing upon their rights were allowed so large a margin as 10 per cent. I think I shall be deciding in accordance with ordinary mercantile usage in determining that the word 'about' means 5 per cent. more or less." In *Cross* v. *Eglin* (2 B. & Ad. 106), the Court of King's Bench, on a contract for "about" 300 quarters of grain, appears to have doubted whether the evidence of mercantile men was admissible as to what was a reasonable limit within the meaning of the word "about," the word being one of general import; but this view would scarcely be accepted at the present day.

IN THE CASE of *Re Martin, Deceased* (*Times*, 17th inst), JEUNE, P., has declined to allow probate of a will to be granted to a trust company in conjunction with the other executors named in the will. The deceased had appointed two of his nephews and the company as executors. The officials at the Probate Registry granted probate to the nephews, but refused to extend the grant so as to include the company, and their action has been supported by the President, who considers that if a new departure of this kind is to be made, it should be done under legislative sanction. It may be noticed that the Legislature has already intervened to enable a corporation to be the joint holder of property. In *Law Guarantee and Trust Society* v. *Bank of England* (24 Q. B. D. 406) it was held that the Bank of England could not be required to register a transfer of stock into the joint names of a corporation and an individual; but this case was overruled by section 6 of the National Debt (Stockholders Relief) Act, 1892 (55 & 56 Vict. c. 39), which provided that stock transferable in the books of the bank might be transferred to and held in the names of an individual and a body corporate, and any such holding was in its relation to the bank to be deemed to be a joint tenancy. A more general provision was contained in the Bodies Corporate (Joint Tenancy) Act, 1899, by which it was enacted that a body corporate should be capable of acquiring and holding any real or personal property in joint tenancy in the same manner as if it were an individual. But these statutes stop short of recognizing that bodies corporate are entitled to be treated by the courts as being on the same footing as individuals in respect of appointment as executors and trustees. These are offices which involve matters depending upon personal knowledge and personal confidence.

IF ANY attempt is made to procure from the Legislature facilities for the employment of corporations as executors and trustees, there will be a rival scheme in the Public Trustee Bill, which has once again made its appearance. It should not be forgotten that it is only a few years since the whole subject was before Parliament, and in lieu of establishing a public trust department, with all the attendant officialism and expense, preference was given to the plan incorporated in the Judicial Trustees Act, 1896. To a large extent the question is between paid and unpaid trustees. Hitherto settlors and testators have usually been able to secure trustees who, for family and other reasons, have undertaken the office without remuneration. Any change from this system means the appearance on the scene of a paid trustee. Since 1896 the public have had the chance of employing such trustees under the name of judicial trustees, and with the amplest guarantee against loss. Before a judicial trustee is appointed full particulars of the estate have to be furnished and adequate security given, and subsequently yearly accounts have to be rendered. The precautions, indeed, are equivalent to those which would exist in the case of a public trustee, with the advantage that the judicial trustee is, after all, an individual, and not an official department. But even so, the system has been stillborn. Applications for the appointment of a judicial trustee have been made, but it is believed they are few and far between, and if such a thing is mentioned in court, the suggestion is met with a certain amount of incredulity. The Bill to which we have referred proposes to establish the office of public trustee, and to enable the public trustee to be appointed as trustee of any will or settlement, whether coming into operation before or after the passing of the Act; and it proposes to enable the public trustee to accept probates and letters of administration. It contains a clause requiring the public trustee to employ the solicitor nominated by the testator or settlor, or by the beneficiaries entitled to the income; and it provides for the abolition of the office after an experimental period of five years if it is not successful. But at the present time there seems to be no reason for reviving the question, nor indeed is there much chance of Parliament giving attention to it.

A SOMEWHAT peculiar case of murder was tried recently before DARLING, J., at the Winchester Assizes. The prisoner, a man named LYNCH, was totally blind, and was an inmate of a workhouse. At tea one day he quarrelled with the deceased, another inmate, who was a very old man and had apparently been saying things to aggravate the prisoner. The prisoner got up from his place at the table, felt his way to the deceased, and assaulted him so furiously that he killed him. He used no deadly weapon, but appears to have used a shoe. The coroner's jury found a verdict of manslaughter against the prisoner. He was, however, charged before the magistrates with murder, but the magistrates only committed him for trial for manslaughter. At the assizes, however, DARLING, J., ordered a bill for murder to be laid before the Grand Jury, and a true bill was found for the graver offence. On this the prisoner was convicted, but strongly recommended to mercy on the grounds of provocation and of his blindness. In taking this course DARLING, J., was, no doubt, well within his rights, but it is an unusual course for a judge to take of his own motion. In some cases there may be strong reasons for such a course, but in the circumstances of this case we should have thought an indictment for manslaughter much the more appropriate to the facts. It is well established that provocation may reduce a homicide to man-

slaughter. Words can never be sufficient provocation if any deadly weapon be used; but words may be a sufficient provocation to reduce the crime to manslaughter if something is used as a weapon which is not likely to kill. The learned judge no doubt considered that it was outside the province of magistrates to take provocation into consideration. When one man assaults and kills another, the offence is *primâ facie* murder; and it ought to be for the jury who tries him, under the direction of the judge, to say whether or not such provocation was given as to reduce his crime to manslaughter. In this case, therefore, the judge was probably technically right in the course he took, and in consequence he had to pass sentence of death. No one, however, can imagine that the death sentence is likely to be carried out in such a case. It is always unfortunate for the death sentence to be passed as a mere matter of form, as so often has to be done. The course the magistrates and the coroner's jury took was calculated to avoid this unfortunate necessity, and the judge might very well have refused to interfere with their discretion. If the conviction had been for manslaughter, then the judge would have had the fullest power of punishing, short of a capital sentence, and could have adapted the punishment to the offence. There is, however, another view to take of the matter. Surely when a man is prepared to meet a charge which is not capital, it is hardly just, without ample warning, to put him on trial for his life.

THE RIGHTS of persons who have obtained money under cheques through the medium of a forged indorsement were discussed in a case recently tried in the Clerkenwell County Court. The plaintiffs were a firm of solicitors, and their clerk, having obtained possession of two cheques payable to their order, forged the indorsements and induced the manager of a public-house to pass them through the bank of the proprietor, and after they had been cleared, to hand him the amount. These cheques, though crossed, did not bear upon them the words "not negotiable." The plaintiffs, having discovered the forgery, brought this action for money had and received against the manager and the proprietor of the public-house. We cannot find from the report of the facts which we have read that there was any evidence of negligence on the part of the plaintiffs which would preclude them from maintaining the action against the manager. The county court judge seems, from some observations which he made, to have affirmed that it was necessary to shew negligence on the part of the manager in cashing the cheque, for he points out that the manager must have known that the defendants had their own banking account, and that they had therefore no occasion to send the cheque to him to be cashed. But this assumes that the cheques, when in the hands of the clerk, were negotiable instruments in the full sense of the words. This was not the case; they were not negotiable till they were indorsed in blank, and the forged indorsements must, as between the plaintiffs and the manager, be treated as no indorsement at all. The judge gave judgment for the plaintiffs against both defendants, holding that the proprietor was liable for the act of his manager. We feel some doubt as to the proprietor's liability. It may be the custom for the manager of an inn to cash cheques for the accommodation of guests who are making a prolonged stay, but it seem to us rather out of the course of business to furnish this accommodation to a customer at a public-house. A financial newspaper offers some criticism on the decision as to the liability of the manager, founded upon section 81 of the Bills of Exchange Act, 1882. This section provides that where a person takes a crossed cheque which bears on it the words "not negotiable" he shall not have, and shall not be capable of giving, a better title to the cheque than that which the person from whom he took it had." The argument seems to be that the section implies that where the words "not negotiable" are absent, the person taking the cheque may have a better title than that which the person from whom he took it had, and the writer thinks that if the decision be upheld, the distinction between a cheque crossed "not negotiable" and one not so crossed is a very fine one. But the writer appears to forget that the cheques were not payable to bearer, but to order, and were when the manager took them in an incomplete state, owing to the forged indorsements, and that the manager could take no title without a valid indorsement.

THE OBJECT of the Leasehold Enfranchisement Bill, brought in by General LAURIE this Session, is stated to be to carry out the recommendation of the Royal Commission on the Housing of the Working Classes in their supplementary report—namely, "that legislation favourable to the acquisition on equitable terms of the freehold interest on the part of the leaseholder would conduce greatly to the improvement of the dwellings of the people of this country, on the ground that the present system of building leases is conducive to bad building, to deterioration of property towards the close of the lease, and to a want of interest on the part of the occupier in the house he inhabits," and that "the system of building on leasehold land is a great cause of the many evils connected with overcrowding, insanitary buildings, and excessive rents." The Town Holdings Committee, in their final report, recommend the local application of enfranchisement generally on the following grounds: "After the statements made to us by various witnesses, we cannot doubt that the ownership by a working man of the house he occupies is one of the strongest inducements to those habits of life which make him a good citizen and a useful member of the community, and that this stimulus is more strongly felt in the case of a man who has, or can obtain, the freehold than in that of a lessee for a term of years. With regard to improvements which lessees holding under existing leases may desire to make, a measure of enfranchisement would place such lessees in a better position by enabling them to acquire the freehold before making the contemplated outlay. So far as the power of enfranchisement would promote such improvements, it may be looked upon as a benefit to the public." The main provisions of General LAURIE's Bill are to compel the lessor, by notice, to estimate the present value of his interest, and the lessee who wishes to enfranchise is to offer a counter-price, with a reference, if they cannot agree, to the county court. The capital sum having been settled by agreement or by the court, power is to be given to those who were lessees, or their successors in title, to substitute a terminable or perpetual rent-charge for the capital payment, with the consent of the person or persons who had the reversionary interest. There are also provisions with regard to restrictive covenants in the leases. This Bill is not likely to meet with more success than that which was introduced by Mr. BROADHURST in 1884, and in the meantime we must be allowed to express our surprise at some of the reasons which are brought forward in support of it. Is it really the case that building on leasehold ground is a great cause of the evils connected with overcrowding? In Paris and New York, where most of the buildings are on freehold sites, we have heard quite as much of these evils as in London. And is it thought to be reasonable, probable, or possible that the London workman, with his migratory habits and precarious earnings, should be able to save enough to buy or build a freehold house? And is it found that the poorer class of tenants who are owners of the houses they occupy can afford to keep them in proper repair? The practice, which is steadily increasing, of living in flats or floors, must tend to destroy all interest in private building or improvements. There is apparently nothing to prevent the benefit of this Bill being taken by a speculative underlessee who has let the building to a number of weekly tenants, and who, as freeholder, would use his property in the same way as before.

IN A CASE recently considered by the judge of the Brighton County Court the action was brought by a wife against her husband for arrears of payments agreed to be made by him. The husband, who had held an appointment in a Government office, entered into a deed of separation with his wife, by which it was provided that, in lieu of a yearly sum of £300 which was payable by him to her at the date of the deed, he would "allow and pay to her" a certain proportion of his fixed official income. This proportion was varied by a subsequent agreement after he had retired upon a pension. It was submitted as a defence to the action that the deed was equivalent to an assignment by her husband of his pension, and was therefore void as being opposed

to public policy. There is, no doubt, authority to the effect that where a pension is granted by the Crown to one who, though not for the time engaged in any active duties, is still liable to be called to active service, and is therefore to be considered in the service of the Crown; as the half-pay of an officer, the pension is to be regarded as, to some extent, granted in order to maintain the grantee, and cannot therefore be assigned. But the maintenance of the grantee cannot easily be separated from that of his wife, and it is rather a strong proposition to contend that a pensioner, by setting aside part of his pension for the maintenance of his family, is acting against the policy of the law. But the pension in the particular case appeared to have been given for past services, and the authorities shew that, where such a pension is not made inalienable by statute, it is alienable and liable to execution. And it was not shewn that the pension was made inalienable by any particular statute. The county court judge found it unnecessary to decide the question, inasmuch as he held that the words "allow and pay" were not an assignment of the pension, but merely indicated the rate of payment for which the husband was personally liable.

The Land Transfer Rules, 1903.

I.

THE most considerable change which has been effected by the new Land Transfer Rules which came into force on the 1st of January is to be found in the provisions which facilitate the conversion of possessory into absolute titles, but in addition to this a large number of alterations have been made in the details of practice, and the result has been to increase the number of rules from 280 to 345. It will thus be seen that registration of title does not tend to become more simplified, and the practitioner before resorting to the Land Registry Office has to make himself acquainted with the provisions of the Land Transfer Act, 1875, amended as they have been in a very confusing manner by the Act of 1897, and also with this voluminous body of rules.

The foundation of the system of registration of title is to be found in section 5 of the Act of 1875, which enacts that certain classes of persons may apply for the registration of themselves or their nominees as proprietors of freehold land with an absolute or possessory title. The persons who may so apply are (1) persons who have contracted to buy for their own benefit the fee simple, (2) persons who are entitled for their own benefit to the fee simple at law or in equity, and (3) persons capable of disposing for their own benefit of the fee simple by way of sale. Provision for the registration of settled land is made by section 6 of the Act of 1897. Leasehold land is brought into the scheme by section 11 of the Act of 1875. Registration with an absolute title leaves the land subject (1) to incumbrances entered in the register, (2) to the rights and liabilities which are enumerated in section 18 as amended by the Act of 1897, and (3), where the first proprietor is not entitled, for his own benefit, to unregistered equities; but otherwise it vests in the proprietor an estate in fee simple free from all other estates and interests whatsoever (section 7). Registration with a possessory title has the same effect, save that it does not prejudice the enforcement of any adverse estate, right, or interest subsisting or capable of arising at the time of registration (section 8). A qualified title is the result of a failure to procure an absolute title, and is not the subject of an original application. It assumes that there is some defect which forbids an absolute title, and the applicant can then, if he so desires, have his title registered with express reservation of this defect (section 9). Registration entitles the proprietor to a land certificate, in which it is stated whether his title is absolute, qualified, or possessory (section 10). The various titles which may be registered in leasehold lands depend upon the rules, the provisions in this respect of the Act of 1875 being abrogated. The general regulations as to examination of title by the registrar are contained in section 17. These provide (1) for the giving of notices so as to enable objectors to come in; (2) for conferring on the registrar jurisdiction to hear and determine objections, subject to an appeal to the court; (3) that the registrar may approve of a title if he "is of opinion that the title is open to objection, but is nevertheless a title the holding under which will not be disturbed"; and (4) for the acceptance of recitals, &c., as evidence. Under section 60 a caution can be lodged against the registration of land, which entitles the cautioner to notice of a proposed registration.

The new rules commence with an interpretation clause. This repeats the former rule 1, and contains the following new provisions: "land certificate" is to include "office copy of a registered lease"; where reference is made to the solicitor of a person making an application or otherwise concerned with the register, the authority of the solicitor for the particular purpose is, if required, to be established to the satisfaction of the registrar; and the expressions "tenant for life," "settled land," "settlement," and "trustees of the settlement" are to have the same meanings as in the Settled Land Acts, 1882 to 1890. The rules subsequent to the first are divided, as before, into five parts, under the following heads: Part I., the Register (rr. 2-17); Part II., First Registration (rr. 18-96); Part III., Registered Dealings with Registered Land (rr. 97-200); Part IV., Minor Entries in the Register (rr. 201-253); and Part V., Miscellaneous (rr. 254-345).

THE REGISTER.

The above summary of the initial provisions of the Act of 1875 has been given for convenience of references in dealing with the rules contained in Parts I. and II. The rules dealing with the register are in general identical with the old rules. There is the Property Register, the Proprietorship Register, and the Charges Register (rule 2). The Property Register contains the descriptions of the land comprised in the title, and such notes as have to be entered with respect to the ownership of mines and minerals; to exemption from liabilities, &c., mentioned in section 18 of the Act of 1875, as amended by the Act of 1897; to easements, *profits à prendre*, conditions and covenants for the benefit of the land, and other like matters (rule 3). The rule omits the former direction that an entry shall be made as to the value of the land. Rule 252, however, repeats the provision of the old rule 203, that "on the first registration of land, and on subsequent changes of proprietorship, the registrar shall, whenever practicable, enter in the register, and on the land certificate, the price paid or value declared"; and under rule 330 the registrar may, for the purpose of determining the fees payable, require such evidence of value to be furnished as he may deem fit. In ordinary cases a written certificate by a solicitor in Form 70 may be accepted as sufficient. The Proprietorship Register states the nature of the title, and contains the name, address, and description of the proprietor of the land, and cautions, inhibitions, and restrictions affecting his right of disposing of it (rule 6). The wording of the rule relating to the Charges Register (rule 7) has been altered so as to shew more clearly that the register will contain as well incumbrances prior to registration, as also subsequent charges and other incumbrances (including notices of leases and of estates in dower or by the curtesy), and such notes as have to be entered relating to covenants, conditions, and other rights adversely affecting the land. Express provision for the registration of restrictive conditions is made by section 84 of the Act of 1875.

The provisions for binding the register in volumes according to parishes, and for enabling the landowner to have the register of his title bound in a separate volume, are continued (rules 9, 11); and also the provisions for an index map, with a separate index map of leasehold titles, and an alphabetical index of proprietors' names (rule 12), and a list of pending applications for registration of land (rule 13). The index map and the list of pending applications are open to public inspection. The index of proprietors' names is open only to the inspection of registered proprietors and of persons who satisfy the registrar that they are interested in the property of a proprietor (rule 14). Rule 15 repeats the former provision for the rectification by the registrar of clerical errors in the register, where this can be done without detriment to any registered interest, and a new rule (rule 16) enables the registrar, where there has been an erroneous registration of land which is too serious to be dealt with under rule 15, under certain precau-

tions as to consents and notices, to annul the registration altogether. The provision at the end of the old rule 16, which enabled the registrar to make any formal alterations in the register as to any change in the name or address of any registered proprietor or other person, or otherwise, is now transferred to rule 253.

(*To be continued.*)

Tenancies Subject to a Condition Against Raising the Rent.

UNDER the Statute of Frauds all leases, except such as do not exceed three years and reserve at least two-thirds of the rack-rent are required to be in writing, and by the Real Property Act, 1845, a lease required by law to be in writing is to be "void at law" unless made by deed. And similarly a feoffment is void at law unless evidenced by a deed. The effect of these provisions is that a deed is essential for the creation of a legal interest exceeding three years in duration, but it was probably not foreseen that an effectual mode of getting over the strictness of the Act of 1845 would be found in the application of the doctrines of equity, a result which has been made apparent by the recent decision of the Court of Appeal in *Zimbler* v. *Abrahams* (51 W. R. 343; 1903, 1 K. B. 577). Until recently it seemed to be settled that an instrument not under seal which purported to create an interest exceeding three years, whether the interest was for life so as to be a freehold interest, or for a term of years, was void altogether. This appeared to be the result of *Cheshire Lines Committee* v. *Lewis* (50 L. J. Q. B. 121), where the Court of Appeal declined to give effect to a stipulation attached to a weekly tenancy that the tenant should be left in possession until the premises were required for a specified purpose. On the other hand, where the instrument did not purport to create an immediate interest, but was an executory agreement for the creation of an interest at some future time, then there was no reason why equity should not give effect to it under the ordinary doctrine of specific performance.

Upon this footing Lord ELDON, C., dealt with the case of *Browne* v. *Warner* (14 Ves. 156). There a memorandum of agreement had been signed by A. and B. under which A. agreed to let and B. agreed to take a messuage at a yearly rent of £40, and it was further agreed that A. should not "raise the rent or turn out" B. so long as the rent was duly paid. Subsequently A. desired to terminate the tenancy, and he succeeded in ejectment on the ground that, since the agreement could not create a freehold, it at most made B. a tenant from year to year: *Doe* v. *Browne* (8 East 165). On B. filing a bill in equity for specific performance, Lord ELDON inclined to the opinion that the agreement was executory, and that B. would be entitled to specific performance, and he overruled A.'s demurrer. At the present time the words of such an instrument would probably be taken to operate by way of actual demise, but the fact that Lord ELDON treated it as executory has laid the foundation for the distinction above adverted to. An executory agreement is capable of specific performance, and an equitable interest is created under it notwithstanding that it exceeds three years, and that the instrument is not under seal. The principle was applied by MALINS, V.C., in *Re King's Leasehold Estates* (16 Eq. 521), where A. had agreed in writing to let to B. certain premises at a rent of £36, payable quarterly, and not to raise the rent or give B. notice to quit so long as the rent was duly paid. A. was himself a leaseholder under a term which would expire in 1881. Upon the premises being required by a railway company in 1873, it was held that B. was entitled in equity to remain in possession as long as A.'s interest existed, and that he must be compensated on this footing. It seems, however, that the tenant's interest would not extend beyond his own life: *Kusel* v. *Watson* (11 Ch. D. 129).

Such has been held to be the effect of an executory agreement for a tenancy which is to continue indefinitely under a condition that the rent shall not be raised. The instrument does not purport to create any immediate interest, and it is not open to the objection that it should, under the Real Property Act, 1845, be by deed. But if in form it is not executory, but purports to create an immediate interest, then the question arises whether it is rendered ineffective by the statute. Undoubtedly this was the view taken in *Cheshire Lines Committee* v. *Lewis* (*supra*). It is true that in that case it was suggested that the provision against disturbance was repugnant to the weekly tenancy which was created by the instrument, but the Court of Appeal did not act on this view in *Adams* v. *Cairns* (85 L. T. 10). In that case the sub-lessor's interest had only some eighteen months to run when the tenancy was created, so that no question of a deed being necessary arose; but it was held that, notwithstanding the preliminary creation of a weekly tenancy, effect might be given to the provision against raising the rent. Substantially *Cheshire Lines Committee* v. *Lewis* was decided upon the principle that the instrument was not executory, and that effect could not be given to it for want of a deed.

This, however, leaves out of account the rule that where an instrument is void at law under the statute it is still operative in equity, and will be treated as an agreement to give the estate which it purports to create. This view was emphatically enunciated by Lord CHELMSFORD, C., in *Parker* v. *Taswell* (2 De G. & J. 559). After pointing out that the instrument in question had not been signed by or on behalf of the lessor so as to render it binding as a lease, he said: "Assuming, however, that it had been signed in the name of the lessor, and would therefore have amounted to a lease, as containing words of present demise, yet there is nothing in the Act to prevent its being used as an agreement, though void as a lease because not under seal." And after observing that the words of the Act were "*void at law*," and not "*void to all intents and purposes*," he continued: "I think it would be too strong to say that because it is void at law as a lease it cannot be used as an agreement enforceable in equity, the intention of the parties having been that there should be a lease, and the aid of equity being only invoked to carry that intention into effect."

It is obvious that the application of this doctrine in cases such as those under consideration gets rid of the distinction between executed and executory agreements. If an instrument under hand only is executory, then, according to *Browne* v. *Warner* (*supra*), effect will be given to it in equity by way of specific performance, notwithstanding that the result is to create an interest for the direct creation of which a deed is necessary. And if it is executed and purports to create an interest of this nature, yet still equity saves it by treating it as executory. In either case the end is the same. This result of *Parker* v. *Taswell*, which was overlooked in *Cheshire Lines Committee* v. *Lewis* (*supra*), has now been recognized by the Court of Appeal in *Zimbler* v. *Abrahams* (*supra*). The agent of the owner of a house signed a document by which he purported to "have let" the house at a weekly rental of 23s., "and I agree not to raise Mr. ABRAHAMS any rent as long as he lives in the house and pays the rent regular." The tenant relied on this document as in effect creating a life interest, and he has succeeded. A similar view had previously been taken by COZENS-HARDY, J., in *Mardell* v. *Curtis* (43 SOLICITORS' JOURNAL, 587). It depends, of course, upon the right of the tenant to have specific performance, but granted this right, he is as safe under the agreement as though a life interest had been created by deed.

A counsel in the South-Western police-court, says the *Globe* of Thursday, came out yesterday with a most impressive flight of fancy. "If," he said sadly, "all our faults were noted on our foreheads, we should have to wear our hats rather low down." Wig-makers are now busily engaged in making head-coverings for the Temple.

We reprinted from the *Times*, in our issue of the 30th ult., the report of a case of *Stimson* v. *Tanner* in the City of London Court, relative to the personal liability of a solicitor for the costs of a sale by auction. In our issue of the 6th inst. we inserted a communication from Messrs. Stimson & Sons on the case. We have since received a letter from Mr. Walter J. Tanner, solicitor, of 147, Leadenhall-street, in which he says that "As a matter of fact I was one of the several mortgagees of the property, but the mortgagees' power of sale had not at the time arisen, and it was proved in court to the satisfaction of the judge that the plaintiffs knew from the first that the instructions to sell were given by me, not as mortgagee, but as solicitor and agent for the owner of the property. It was also proved that the plaintiffs knew the name and address of the vendor, and that he, the vendor, was fixing the reserve. I may be allowed to point out, in justice to myself, that, in consequence of my client's bankruptcy, I was obliged to refer Messrs. Stimson to the Official Receiver."

Reviews.

Settlement and Removal.

THE LAW OF SETTLEMENT AND REMOVAL. WITH A COLLECTION OF STATUTES. THE FIRST, SECOND, AND THIRD EDITIONS by JOHN F. SYMONDS, Solicitor. FOURTH EDITION. By JOSHUA SCHOLEFIELD and GERARD H. HILL, Barristers-at-Law. Butterworth & Co.; Shaw & Sons.

Appeals to quarter sessions on questions of settlement are very few indeed nowadays compared with what they used to be; and the same may be said of appeals from the quarter sessions to the High Court. The law of settlement and removal of paupers, however, remains a very important branch of the law, and very difficult questions do still occasionally arise in its interpretation. The subject is, of course, dealt with in large works on the Poor Law, but this little book is, we believe, the only one of recent date which deals exclusively with settlement and removal; it is already accepted as a reliable authority on the law relating to the subject, and probably is well known to every clerk to a board of guardians in the country. This edition has been brought out under new editors; it is to some extent re-arranged, and in some places re-written. It contains a very clear and accurate statement of the law, and references to all decisions which are important at the present day. The appendix contains all the statutes so far as they affect this particular branch of the Poor Law, and in the body of the work are many most useful forms.

Books Received.

Stone's Justices' Manual: being the Yearly Justices' Practice for 1904, with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Thirty-sixth Edition. By J. R. ROBERTS, Esq., Solicitor. Shaw & Sons; Butterworth & Co.

Selden Society. Select Cases before the King's Council in the Star Chamber, commonly called the Court of Star Chamber, A.D. 1477-1509. Edited for the Selden Society by I. S. LEADAM. Bernard Quaritch.

The Contract of Affreightment as Expressed in Charter-parties and Bills of Lading. By T. E. SCRUTTON, M.A., LL.B., K.C. Fifth Edition. By T. E. SCRUTTON and F. D. MACKINNON, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

The Law Relating to the Telegraph, the Telephone, and the Submarine Cable: including the Provisions of the Telegraph Acts, 1863-1899, the Public Health Amendment Act, 1890, the London Overhead Wires Act, 1891, the Post Office Acts, 1884-1898, and the Submarine Telegraph Acts, 1885 and 1886; together with an Introduction, Notes, and Index. By EVELYN G. M. CARMICHAEL, M.A., Barrister-at-Law. Knight & Co.

The Miner's Guide to the Coal Mines Regulation Acts and the Law of Employers and Workmen. By L. A. ATHERLEY JONES, K.C., M.P., and HUGH H. L. BELLOT, M.A., B.C.L., Barrister-at-Law. Methuen & Co.

American Law Review. January-February, 1904. Editors: SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

The Law of Boundaries and Fences in Relation to the Sea-shore and Sea Bed, Public and Private Rivers and Lakes, Private Properties, Mines, Railways, Highways, Canals, Waterworks, Parishes and Counties, Church Lands, Enclosed Lands, Roads, &c.; together with the Evidence in Proof of Boundaries and the Remedies where Boundaries, &c., are Affected or Confused; and Including the Law of Party Walls and Party Structures, both Generally and Within the Metropolis. By ARTHUR JOSEPH HUNT, Esq., Barrister-at-Law. Fifth Edition. By HENRY STEPHEN, Esq., Barrister-at-Law. Butterworth & Co.

It is somewhat remarkable that the two Cambridge University scholarships announced last week should have fallen to sons of members of the Chancery Bar. The Craven has been awarded to a son of Mr. G. Broke Freeman, of the Chancery Bar, and the other, the Porson, has been awarded to a son of Mr. Spencer P. Butler, one of the Conveyancing counsel of the court.

Mr. Chan-Toon, barrister-at-law, of the Middle Temple, who has, says the *St. James's Gazette*, died suddenly at Rangoon from heart failure, was perhaps the most remarkable native student who was ever called to the English bar. He carried off during his studentship days every prize and scholarship for which it was possible for him to compete, and established a record in examination successes which is, and is likely to remain, unique. So great was the impression he made upon the authorities that when he was called to the bar, Lord James of Hereford, then treasurer of of the Middle Temple, presented him with a special diploma, a thing hardly ever, if ever, done before.

Correspondence.

The New System at the Estate Duty Office.

[*To the Editor of the Solicitors' Journal.*]

Sir,—My experience in dealings with the Estate Duty Office under their new system has perhaps been even more unfortunate than that of your correspondents "A. & Z."

In one case now pending, in which I am concerned, the accounts were lodged by me at the Estate Duty Office on the 11th of December last. On the 19th of December I received a letter from the office citing a decided case as supporting the contention of the office that additional estate duty was payable. I replied on the same day, pointing out that the judgment in the case, not only did not support the official view, but was directly opposed to it, and it was, in fact, the case upon which I should rely in support of my contention. On the 1st of January last I wrote the office for a reply, and pointed out the inconvenience to the parties interested. On the 4th of January I wrote, in reply to a letter received by me on that day from the office, and I gave, in compliance with request, references to ledgers, &c., which had been previously fully stated in the correspondence. On the 14th of January I wrote for return of the accounts. On the 22nd of January I returned replies to observations received by me on the same day. On the 27th of January I again wrote asking for return of the accounts, but the matter still remains unsettled. I am sure we should be very glad to return to the old system.

Feb. 15. T. H. E. F.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your note under "Current Topics" dealing with the new system recently introduced at Somerset House, I beg to give you the following instance of my experience in the delay it causes:

I have been for some time in communication with the officials at the Estate Duty Office as to a will made in 1854. Hitherto my letters have received prompt replies, but as my last letter remained unanswered for thirty days, I called at the office on the 8th inst., when I was informed I must make written application for an interview. I lodged that application then and there, but I am still without an appointment. J. E. LICKFOLD.

57, Moorgate-street, E.C., Feb. 13.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The following cases have occurred recently in our experience under the new system:

1. Accounts lodged with an intimation from us that it was a case in which personal attendance would be necessary. After a lapse of five weeks, we were asked to attend the examiner, and on our doing so, the accounts were examined, passed, and assessed within an hour.

2. Account for payment of legacy duty on further residue of an estate sent in on a No. 1 form as directed by the department, with letter inquiring whether any further duty was payable. No reply for twenty days, and then further information asked for, coupled with (subject thereto) approval of the accounts, which, however, were not assessed. Inquiry answered same day, but after lapse of eight more days, no further communication received.

3. Payment of an instalment of duty on an account passed long since occupied ten days from the day of sending in the form until account received stamped. This matter would have been completely disposed of in half-an-hour under the old system

4. An inquiry as to duty payable on an estate already on the books of the department. No reply for a fortnight. W. & B.

New Land Transfer Rules.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The criticisms which appeared in your Journal on the Land Transfer Rules of 1898 included one on the subject of covenants for title. In the issue for the 16th of July, 1898, at p. 651, the writer of the articles doubted whether the implied covenants would be held to extend to matters which by section 18 of the earlier Act are declared not to be incumbrances, and advised that every disposition implying covenants for title should contain an express declaration that the covenants are to apply to such matters. Messrs. Cherry and Marigold's work, at p. 258, takes the same view, and in all dispositions of registered land prepared by my firm there has been inserted the following provision:

"And it is hereby agreed and declared that the covenants for title implied or deemed to be included in these presents by virtue of the [charge and conveyance, charge and demise, conveyance and transfer, assignment and transfer, or as the case may be] as beneficial owner

hereinbefore contained shall extend to any liabilities, rights and interests which by section 18 of the Land Transfer Act, 1875 (as amended by the Land Transfer Act, 1897), are declared not to be incumbrances within the meaning of such Act."

Referring to the new rules 254 and 255 as to appurtenances, it seems to me that, in the absence of a contrary intention shewn, the implied covenants for title may be now further cut down (see the last phrase of the latter rule) and the question arises—Should the words "and to any rights, privileges, and appurtenances which by the Land Transfer Rules, 1903, are not to be deemed incumbrances within the meaning of the Land Transfer Acts, 1875 and 1897," be now added at the end of the declaration? I notice the words of the 1875 Act, s. 7 (2) and s. 13 (3), are, however, "by this *Act* declared not to be incumbrances."

I have endeavoured to test the point by imagining that after a purchase by me of a field I discover some right in respect of the same in favour of an adjoining owner. If I have not expressly protected myself, what is my position? W. J. BLOOMFIELD HOWE.

22, Chancery-lane, W.C., Feb. 12.

[We hope to deal with the subject of our correspondent's letter in due course in the series of articles commenced elsewhere.—ED. *S.J.*]

Statutory Outgoings.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 13th inst. you comment on the hardship inflicted on tenants by some recent decisions holding them liable to pay the costs of paving footpaths and rectifying drains, which are matters constituting permanent improvements of the property.

The fair course in such cases would seem to be to throw the capital cost of such matters on the landlord, and to give him thereafter an extra rent equivalent to 4 per cent. (say) on the outlay. At the same time, it would be right to stipulate that if the act of the tenant occasioned the statutory requirement, the cost of it should be entirely borne by him. It is possible for a tenant to bring his tenement within the purview of the Factory Acts, and involve his landlord in an outlay many times greater than the cost of paving a footpath or reconstructing a drain. It is very easy to put a clause in every occupation lease effecting the result here indicated. A. D. T.

Cases of the Week.

Court of Appeal.

SAUNDERSON *v.* **COLLINS.** No. 1. 11th Feb.

BAILMENT—BAILOR AND BAILEE—CARRIAGE LENT TO BAILEE—DAMAGE TO CARRIAGE BY SERVANT NOT IN COURSE OF HIS EMPLOYMENT—LIABILITY OF BAILEE FOR DAMAGE.

Appeal by the defendant from a decision of the Divisional Court (reported 51 W. R. 558). The facts leading up to the appeal were shortly these: The plaintiff, Saunderson, was a coachbuilder, and he brought the action for damages done to a dog-cart which he had lent to the defendant during the time that Saunderson was repairing another dog-cart, which was the property of the defendant. The evidence before the county court judge was to the effect that Mr. Collins had a servant named Langdon, who acted as his coachman, and that on the evening of the 20th of June, 1902, which was the day of the Coronation celebrations in Newcastle, Langdon, surreptitiously and without the knowledge or consent of his master, took out the dog-cart with four friends. Some of them became drunk, and in the course of going round the town Langdon drove into a tramcar, and the dog-cart was damaged. The county court judge found that there was no negligence on the part of the defendant, and that the act of Langdon was a tortious act as regarded the master. The dog-cart was left in a coachhouse, the key of which was placed in a drawer in the hall of the defendant's house, and it was taken from its place, and the coachhouse unlocked, after Mr. Collins had retired for the night. He said, therefore, that if the case of *The Coupé Co.* v. *Maddick* (1891, 2 Q. B. 413, 40 W. R. Dig. 11) could not be distinguished he was bound by it to give judgment for the plaintiff; but he distinguished it on the ground that the defendant's servant in wrongfully taking the trap out of his master's coachhouse and damaging it was doing a tortious act in respect of which both the plaintiff and the master had a right of action. He therefore entered judgment for the defendant. The Divisional Court reversed that finding, holding that the defendant must pay for the damage caused by his servant to the lent dog-cart.

COLLINS, M.R., in giving judgment, said the obligation of the defendant as bailee was only to take reasonable care of the dog-cart while it was lent to him. If the servant in course of his employment did not use reasonable care, the master would be liable to pay for any injury the cart received from the coachman's want of care. It was perfectly clear law, on the other hand, that, the master's obligation being only to take reasonable care, he was not responsible for the act of another person who, though in his employment, was not acting on his behalf or within the scope of his authority. The act in question on the facts found was an act not done by the master through a person for whose acts at the time he was responsible. Therefore there was no want of care on the part of the master. That being the view he took of the case, he could not agree with the judgment of the Divisional Court, and this appeal must be allowed, and the judgment of the county court judge restored.

ROMER and MATHEW, L.JJ., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Manisty*, K.C., and *Meynell*; *Robert Wallace*, K.C., and *Mundahl*. SOLICITORS, *Cree & Son*, for *Hugh Burns*, Newcastle; *E. A. Fuller*, for *Dickinson, Miller, & Dickinson*, Newcastle.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

STONE & CO. *v.* **MIDLAND RAILWAY CO.** No. 1. 5th Feb.

RAILWAY—CARRIAGE OF NON-PERISHABLE GOODS BY PASSENGER TRAIN—NO STATUTORY POWER TO SO CARRY—INCLUSIVE CHARGE FOR COLLECTION, CARRIAGE, AND DELIVERY—RIGHT OF RAILWAY COMPANY TO IMPOSE ITS OWN TERMS—MIDLAND RAILWAY CO. ACT, 1844 (7 & 8 VICT. C. XVIII.), S. 203—MIDLAND RAILWAY CO. (RATES AND CHARGES) ORDER CONFIRMATION ACT, 1891 (54 & 55 VICT. C. CCXIX.), PART V., CLAUSE 3—RAILWAYS CLAUSES ACT, 1845 (8 & 9 VICT. C. 20), S. 90.

This was an appeal by the plaintiffs from the judgment of the Divisional Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) on an appeal from the decision of the judge of the Bristol County Court (47 SOLICITORS' JOURNAL, 257; 1903, 1 K. B. 741). The action was brought to recover 1s., money alleged to have been received by the defendants to the use of the plaintiffs. The plaintiffs were carriers, and, before April, 1900, they, as agents for the defendants, collected parcels for carriage on the defendants' railway, and were paid 1d. commission on each parcel collected. In April, 1900, this arrangement came to an end, since which time the plaintiffs collected on their own account from the public goods and parcels for transfer by the defendants, and handed them over to them at their goods or passenger station at Bristol. As regards goods so collected for transit by goods trains and carried by the defendants under a rate which purported to include a charge for collection, the defendants always paid a rebate which, on the face of the "dissected" rate, represented the charge for collection. By the Midland Railway Co. (Rates and Charges) Order Confirmation Act, 1891, which contained a schedule of the maximum rates and charges which the defendants were authorized to charge for the conveyance of merchandize (including clothing) by goods train, and of the maximum rates and charges authorized in respect of perishable merchandize carried by passenger train, it was provided that "The company shall not be under obligation to convey by passenger train, or other similar service, any merchandize other than perishables." The defendants carried parcels by passenger train from Bristol under two scales of charges, which were set out in their "List of Rates Arrangements for the Conveyance of Parcels by Passenger Trains from Bristol," and this contained two scales of charges—one scale applying where the defendants undertook the ordinary liability of common carriers, and the other applying where goods were carried at "owner's risk." The first scale had this foot-note: "Collection and delivery included within the usual limits." The second scale had appended to it a list of articles against each of which was placed either "c," "d," "c d," or "s s," which letters were explained as follows: "c, including collection," "d, including delivery," "s s, station to station including neither collection nor delivery." In the list of articles appended to the "owner's risk" scale the letters "c d" were set against the item "Tailors' unfinished and finished clothing." On the 7th of August, 1901, the plaintiffs collected and handed to the defendants, at their passenger station at Bristol, three boxes of tailors' goods to be carried by passenger train at "owner's risk," and they paid to the defendants, under protest, the sum of £1, being the amount of the scale rate for the carriage of the boxes to Southampton. The plaintiffs had notice of the terms on which the defendants carried tailors' goods by passenger train. At the trial the plaintiffs contended that they were entitled to recover the sum of 1s. as a reasonable rebate on the ground that the charge of £1 included a charge for collection, whereas they themselves and not the defendants had rendered the service of collection. The defendants contended that, as tailors' goods were non-perishable goods, they were not bound to carry them by passenger train, and that the right to rebate did not extend to passenger-train traffic where there was no maximum limit of charge, and where the defendants, not being bound to carry, could charge what they chose. The county court judge being of opinion that the proper inference to be drawn from the rate-book was that the charge for carriage of tailors' goods by passenger train at owner's risk included a charge for collection and delivery, held that, though the defendants were not bound to carry in passenger trains any articles other than perishable goods, yet if they chose to carry other articles by such trains they must carry them subject to the obligations imposed on them by the law when they carry "small parcels" by goods trains. He accordingly gave judgment for the plaintiffs for 1s. On appeal to the Divisional Court, that court held that, as the defendants were not bound to carry perishable goods by passenger train, they could charge as they pleased, and that neither section 203 of the defendants' special Act of 1844 nor section 90 of the Railways Clauses Act, 1845, prevented them from making the charge, as they were not charging in respect of the same class of goods different amounts to different people. They accordingly entered judgment for the defendants. From this judgment the plaintiffs now appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., in giving judgment, said that the railway company were not under any obligation to carry non-perishable merchandize by passenger train, no tariff being fixed for such carriage. Being free from any such obligation, the company nevertheless announced to the public that they were willing to take such goods from the house of the sender and

to deliver them at their destination, but they would only grant this facility on the terms of charging an inclusive rate. The plaintiffs objected to this, and said that, the collection of goods being their business, they ought not to be charged the same rates as other persons who required the work of collection to be done for them. The plaintiffs in effect demanded to be charged a station to station rate, but it was clear that if they had asked the company to grant them such a rate and the company had refused they would have had no right to complain. In this case the charge in question was not governed by any statute at all. This case was entirely outside the equality legislation, which was limited to charges which the company were by law entitled to demand. The appeal should therefore be dismissed.

ROMER and MATHEW, L.JJ., delivered judgment to the same effect. Appeal dismissed.—COUNSEL, *Balfour Browne*, K.C., *Foote*, K.C., and *Weatherly*; *Crippe*, K.C., *W. J. Noble*, and *W. G. Clay*. SOLICITORS, *Burgess, Cosens, & Co.*, for *C. E. Isbell*, Bristol; *Beale & Co.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law].

Re **DALLAS.** No. 2. 10th and 11th Feb.

INCUMBRANCE—NOTICE—PRIORITY—NOTICE TO ADMINISTRATOR—NEGLIGENCE.

This was an appeal from a decision of Buckley, J., and raised the question how far the priorities of incumbrancers are affected by priority of notice given by them to an administrator. The facts were as follow: By his will dated the 7th of July, 1893, Robert Dallas bequeathed to his son Frederick Dallas the sum of £10,000 and he appointed Frederick Dallas, William Beedell, and E. F. Jenkins executors. The testator became a lunatic, and on the 28th of June, 1898, a receiver was appointed of the testator's property, and his personalty was paid into court in the lunacy. The testator died on the 24th of December, 1902, both William Beedell and E. F. Jenkins having predeceased him. On the 9th of January, 1903, Frederick Dallas renounced probate of the will. On the 4th of March, 1903, letters of administration with the will annexed were granted to Emily Beedell. In the interval between the date of the will and the testator's death Frederick Dallas had charged his expectant legacy under the will in favour of several persons for an amount considerably in excess of £10,000. The dates and the amounts of the most important of these charges were as follow: 30th March, 1896, C. E. E. Jenkins, £4,302 2s. 7d.; 8th January, 1897, British Empire Mutual Life Assurance Co., £2,800; 18th May, 1897, F. Stuart (the present appellant), £500; 27th October, 1897, ditto, £2,500; 28th May, 1898, J. E. Evans, £150; 15th June, 1898, S. H. Scott and A. E. Heatley, £2,180 18s.; 3rd November, 1898, F. Stuart, £700; 13th November, 1899, S. H. Scott and A. E. Heatley, £939 11s. 5d. Notice of their incumbrances was given by Jenkins, the British Empire Mutual Life Assurance Co., Scott and Heatley to the administratrix on the 5th of March. F. Stuart did not give notice till the 12th of March. The £10,000 legacy was paid into court by the administratrix. A petition was presented by the four incumbrancers who had thus given notice on the 4th of March asking for a declaration that their incumbrances had priority over all other incumbrances. On the petition the following inquiries were directed: (1) An inquiry as to the incumbrances affecting the said legacy; (2) an inquiry as to the priorities of such incumbrances; (3) an account of what was due on such incumbrances. A summons to proceed with these inquiries was taken out and was adjourned into court in order to have it determined whether the various mortgages ranked *pari passu* according to priority of date or priority obtained by notice or other means. Buckley, J., held that the priorities of the several charges were to be determined by the order of priority of their notice to the administratrix given after the issue of the letter of administration. Consequently Scott and Heatley obtained priority over Stuart. F. Stuart appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think that the decision of Buckley, J., was right and ought to be affirmed. There could be no effective notice given so as to affect the parties until the fund came into existence and there was some person who had control of the fund and to whom notice could be given. Therefore we begin with the proposition that there was no effective notice during the life of the testator. Next, with regard to the period between the death of the testator and the renunciation of the executorship by Frederick Dallas, we have not to decide whether or not an effective notice could be given to an executor named in a will who subsequently renounces before such renunciation, because it is plain on the authorities that, if the person to whom notice is given is himself the assignee, both in the case of the incumbrance first created and the later assignment, that cannot be an effective notice. And the reason is that the notice is given on the hypothesis that the trustee or other person who legally dominates the fund will give information to the person giving the notice if there is any prior incumbrance in existence; but if there is only one trustee, and he is himself the person who has made the first assignment, it is idle to give him notice that it is proposed to make a second assignment, because it is his obvious interest to conceal from the would-be incumbrancer the first incumbrance. *Browne* v. *Savage* (7 W. R. 571, 4 Drew. 635) is an authority for this part of the case, as is *Lloyds Bank* v. *Pearson* (1901, 1 Ch. 665). The result is that we may dismiss from this case all considerations of the knowledge of Frederick Dallas, who was named executor but renounced. Next it seems to me that no effective notice could be given until after the grant of letters of administration. The letters of administration were granted on the 4th of March, and notice was given on the 5th. No notice was given by the appellant Stuart till several days afterwards. In that state of things the question which we have to decide here is whether the incumbrances which in date of creation are subsequent to Stuart take priority over him. These incumbrancers have only an equitable title, and *primâ facie* equities will be enforced in order of date, but the respondents have been the first to give notice to the trustees of their incumbrances. The ground upon which it was sought to argue that notice ought not to give priority was that the whole principle upon which giving notice is allowed to affect priorities is that those who have not given notice have been guilty of some neglect of duty, and that it cannot be said in this case that the appellant was guilty of any neglect. I agree that no negligence can be attributed to the appellant, but the answer is that that is not the true principle. The true principle has been determined once and for all by the case of *Ward* v. *Duncombe* (42 W. R. 59; 1893, A. C. 369), and that case seems to me a clear authority against that proposition. I do not think I need refer to *Foster* v. *Cockerell* (3 Cl. & F. 456) further than to say that the contention urged on behalf of the appellant in that case was identical with the contention urged on behalf of the appellant in the present. It was also urged in the present case that at the date when the fund came into existence on the death of the testator there was no person to whom notice could be given, and that it would be an extension of the rule laid down in *Dearle* v. *Hall* (3 Russ. 1) if we were to allow it to apply to such a case. That argument is answered by *Buller* v. *Plunkett* (9 W. R. 190, 1 J. & H. 441) and the other cases which have been cited. I think this appeal must be dismissed.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *H. Terrell*, K.C., and *Stokes*; *Buckmaster*, K.C., and *Macklin*; *L. Rylands*; *Vaughan Williams*; *Marshall*. SOLICITORS, *G. & W. Warmington & Co.*; *Brooks, Jenkins, & Co.*; *Smiles & Co.*; *Speechley*; *Marshall & Marshall*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **T. W. HANCOCK.** *Ex parte* **HILLEARY'S.** No. 2. 12th Feb.

BANKRUPTCY—BANKRUPT FILING HIS OWN PETITION—CREDITORS' RIGHT TO ANNUL ADJUDICATION—ADJUDICATION NOT FOR BENEFIT OF CREDITORS—JURISDICTION OF THE COURT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 35.

This was an appeal by Messrs. Hilleary, creditors of the bankrupt, from an order of Mr. Registrar Hope of the 20th of January, 1904, dismissing their application to annul the bankruptcy proceedings, which application was made under section 35 of the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52). The facts are as follow: The applicants acted as solicitors of the bankrupt in the years 1895 and 1896, when certain costs were incurred by him in litigation and other matters amounting to £209 7s. 8d. Accounts were duly rendered to the bankrupt on the 4th of January, 1897, and he was repeatedly applied to for payment, but without avail. On the 18th of April, 1899, judgment was obtained by the creditors in the then Queen's Bench Division for the amount, with £4 14s. costs in default of appearance. No steps were taken to enforce this judgment until May, 1902, when a judgment summons was issued in the High Court, and on the 21st of June, 1902, Phillimore, J., after having fully examined the debtor as to his position and means, directed payment of the judgment debt by monthly instalments of £4. This order having been disregarded, on the 1st of November Phillimore, J., on a second judgment summons, committed the debtor in his absence, for three instalments, to the value of £12, then due under such order. The debtor again ignored the notice of committal. On the 11th of November the debtor gave notice through his solicitor that he had applied by counsel to Darling, J., who had directed the judgment summons to be reinstated, but when that order came on, through inadvertence, the debtor was not present or represented, and the only order made was to add £3 3s. for the applicant's costs to the judgment debt. The debtor on the day after paid the amount for which he had been committed, and the costs of the application. A third judgment summons was issued against him on the 31st of January, 1903, as he still neglected to pay the monthly instalments, and after having been examined by Wright, J., payment was directed of £16 then due by the end of February, the monthly instalments to continue from the 1st of April following, but the order of Phillimore, J., was not not varied in any other respect. The £16 was paid, but as the debtor still continued to neglect to pay the £4 monthly instalments, a fourth judgment summons was issued, when Wright, J., on the 8th of August, 1903, committed the debtor, in his absence, for £15, suspended for a week. On the 14th of August, 1903, the bankrupt presented his own petition himself, a receiving order being made, and adjudication on the same day. The appellants were his only creditors, and the bankrupt's public examination took place on the 21st of October, 1903, his liabilities being returned at £212 19s. 9d., and assets nil. On an application to the registrar under section 35 of the Bankruptcy Act, 1883, by the creditors, Messrs. Hilleary, that the order of adjudication be annulled, they contended that, first, the debtor was not insolvent at the date of the presentation of the petition upon which such order was made; secondly, that the applicants were the only creditors of the debtor, and that the said petition was presented for the purpose of defeating them; and thirdly, that his adjudication, the filing of his own petition, and proceedings, were an abuse of the power of the court, as both Phillimore, J., and Wright, J., after having examined him, satisfied themselves that the bankrupt was able to pay. And they claimed that the bankruptcy notice should be set aside. Various affidavits were read, and evidence given as to the bankrupt's position, and the proceedings leading up to the bankruptcy petition. It was held by the registrar that

the case fell within the case of *Ex parte Painter, Re Painter* (39 SOLICITORS' JOURNAL, 168; 1895, 1 Q. B. 85), and not within *Re Betts, Ex parte Official Receiver* (45 SOLICITORS' JOURNAL, 381; 1901, 2 K. B. 39), and the application of the creditors was dismissed with costs. From this decision the creditors appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I am of opinion that the registrar was perfectly right. There is no ground for saying that a receiving order made against the debtor on his petition was an abuse of the power of the court. It was decided in *Re Roberts* (44 SOLICITOR JOURNAL, 44; 1900, 1 Q. B. 122), that under section 44 of the Bankruptcy Act, 1883, certain goods which the bankrupt had acquired under a contract, belonged to the trustee in bankruptcy, the evidence shewing that they were not wanted for the bankrupt's support even if they could be regarded as personal earnings. Therefore, having regard to that decision, what is here is by no means to the same effect as that case, and it is quite plain that with regard to the payment by the debtor out of his personal earnings there has been nothing brought about which would prejudice the creditors in any degree. The very money which he seeks to obtain will come to him by reason of this adjudication, and therefore, under these circumstances, the presenting of this petition is in my opinion, in no sense an abuse of the jurisdiction of the court. It is quite true to say that this debtor would not be liable to pressure. I am not prepared to say that the Legislature intended that a debtor, subjected to such pressure, might not relieve himself from that pressure by obtaining an adjudication in bankruptcy. This is not such a case, and the appeal should be dismissed.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Reed*, K.C., and *S. Lynch; Muir Mackenzie*. SOLICITORS, *R. J. Gooch; Thos. Charles*.

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

LAMBERT v. THE INTERNATIONAL PHONOGRAPH INDESTRUCTIBLE RECORD CO. (LIM.). No. 2. 2nd, 3rd, 4th, and 5th Feb.

PATENT—ACTION FOR INFRINGEMENT—CONSTRUCTION OF SPECIFICATION—ASSERTION THAT PLAINTIFF NOT TRUE INVENTOR—DIFFERENT PROCESSES.

This was an appeal from a decision of Buckley, J. (reported 20 Patent Office Reports 705). The facts were as follows: The action was brought against the defendant company for an alleged infringement of the plaintiff's patent. On the 24th of July, 1900, letters patent (No. 13,344 of 1900) was granted to Thomas Bennett Lambert for an invention of "Improvements in the process of and apparatus for reproducing phonographic records." The specification stated "The invention relates particularly to processes and apparatus by which the ordinary record now used in connection with phonographs and similar talking machines may be reproduced any number of times; and especially to the reproduction of indestructible records. . . . The principal object of the invention is to produce a simple, economical, and efficient process of reproducing phonographic records. A further object of the invention is to produce a simple, economical, and efficient apparatus for carrying on the process of reproducing records. A further object of the invention is to provide a simple, economical, efficient, and comparatively indestructible record; and the invention consists in the process of, apparatus for, and the indestructible record hereinafter described and claimed." A drawing illustrating the nature of the patent is shewn on p. 707 of the volume of the reports referred to above. The patentee claimed "the process of producing copies of phonographic records by forcing a blank of suitable material softening when heated, against the record surface of an indented matrix by heated fluid, as steam or the like, under pressure, until the blank is softened and an impression has been taken, and then continuing the pressure by means of a cooling fluid, as air, until the blank hardens, and the impression is fixed, as herein described with reference to the drawings." And clause 5 which runs: "A phonographic record having its body formed of coarse material as celluloid, and its impression surface of similar material of finer and more homogenous quality, in which the impression is taken from the matrix while said material is warm and plastic, as herein described with reference to the drawings." The plaintiffs alleged that one of the chief features of the apparatus was that it allowed of the exit of air from between the matrix and the celluloid blank. The defendants' apparatus differed from that of the plaintiff's in several respects, including the escape of the air and the closing of the chamber from inside instead of outside, they used in the process steam under pressure, and subsequently air under pressure, but they cooled by the insertion of the apparatus into cold water. The defendants denied there was any infringement, and alleged the patent was invalid, as the said T. B. Lambert was not the first and true inventor, and that the alleged invention as claimed in the fifth clause of the specification of the patent formed the subject of a prior grant of letters patent to another person. A further representation of the patent is shewn on p. 10 of the above-mentioned reports. Buckley, J., held that the claims in the plaintiff's specification were limited by the particular combination therein described, and that the defendants had not infringed. From this the plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think the judgment of Buckley, J., ought to be affirmed. The real question in this case to be decided is whether the defendants have infringed the plaintiff's patent, but in order to decide that question one must find out what is the plaintiff's invention and the nature of it. Before I answer this quealion I prefer to point out out what it is I am seeking for when I ask myself this question, which is, whether the plaintiff's patent is what I shall call "a simple combination patent," that is, a method consisting of old things which are well known, or whether it is a patent which merely embodies such an overriding feature, producing such a result, that when one comes to deal with the question whether there is a difference, one will not readily say that the defendant's invention was different from the plaintiff's. I say at once the plaintiff's is in no sense a pioneer patent. It is quite true that the evidence does not shew that before the date of the plaintiff's patent phonographs were produced by—[Here his lordship described the process of the plaintiff's patent, and referred to some of the evidence in the court below]. It seems to me that these facts about the air expulsion are sufficient to prevent the plaintiff asserting it as a novelty overriding his invention [His lordship referred further to the evidence]. Under these circumstances, what I call a "single combination patent" is not in any sense a pioneer patent, and the only question is whether the defendants' patent is the same. I do not propose to deal with that, after having read Buckley, J.'s, judgment, and the differences he found between the two patents. I think the process adopted by the defendants is substantially different from that described in the plaintiff's specification, and that this appeal should be dismissed.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Thos. Terrell*, K.C., and *J. C. Graham; Astbury*, K.C., and *A. J. Walter*. SOLICITORS, *Riddell & Co.; Sharpe, Parker, & Co.*, for *Payne, Frodsham, & Bewley*, Liverpool.

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

High Court—Chancery Division.

BECKLEY v. COLLEY. Byrne, J. 10th Feb.

PRACTICE—COSTS—RESERVED COSTS—MOTION FOR JUDGMENT IN DEFAULT OF DEFENCE.

This action came on as a short cause upon motion for judgment in default of defence with prepared minutes. It was to restrain certain buildings being erected by the defendant, and for an interim injunction until judgment or further order had already been obtained against him, upon which occasion costs were reserved. The statement of claim mentioned this order. The minutes provided that the defendant should pay to the plaintiffs their costs of the action, including the costs of the application for the interlocutory injunction which were reserved as aforesaid. Upon the motion coming on counsel appeared for the defendant and submitted that as these reserved costs were not properly costs in the action, but must be specially asked for at the hearing, and as they were not claimed in the statement of claim, the court could not give them to the plaintiffs on the present application.

BYRNE, J.—I think that there are sufficient averments on the statement of claim to warrant me in giving the plaintiffs these costs. Even if the defendant had not intervened, I should have had jurisdiction to deal with these costs. If it were not so, the practice of reserving costs would have to be given up, as in order to get them the plaintiffs would have to call witnesses to prove their case. At the same time, I think counsel for the defendant was entitled to appear and object to their being allowed to the plaintiffs upon the facts appearing in the statement of claim.—COUNSEL, *J. W. Manning; Harman*. SOLICITORS, *Frank Budd*, for *Camp & Ellis*, Watford; *Syrett & Sons*.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

***Re* DUNN. BRINKLOW *v.* SINGLETON.** Byrne, J. 10th and 11th Feb.

RECEIVER—COSTS, CHARGES, AND EXPENSES—COSTS OF DEFENDING ACTION—DEFENCE NOT FOR THE BENEFIT OF ESTATE.

This was the further consideration of an administration action, and the question arose whether the defendant Singleton was to be indemnified out of the estate for certain costs which he had incurred in defending an action brought against him in respect of his conduct while acting as administrator *pendente lite*, and later as receiver of the estate. The testator in the cause died in 1897. An administration action having been commenced, the usual administration order was made. The defendant had been appointed administrator *pendente lite*. Probate was subsequently granted to the executors named in the will. Later, in May, 1898, the defendant was appointed by the court receiver and manager of the estate. In July, 1902, he passed his accounts and was paid his remuneration, and his costs, charges, and expenses, and was discharged. In December, 1902, an action was brought against him by a beneficiary under the will of the testator charging him with misconduct as administrator *pendente lite* and as receiver and manager of the estate, and claiming damages from him. This action was dismissed with costs. The defendant, however, was unable to obtain these costs from the plaintiff on that action. He now claimed to be indemnified by the estate of the testator in respect of these costs.

BYRNE, J.—Although a trustee, or receiver, or other officer of the court is entitled to be indemnified out of the estate for his costs of an action which he has defended on behalf of the estate, yet I gather from the judgments of the Court of Appeal in *Walters* v. *Woodbridge* (26 W. R. 469, 7 Ch. D. 504) that he is not entitled to be indemnified unless he has defended for the benefit of the estate. In this case the defence of the action brought against him did not, and could not, result in any benefit to the estate, and I cannot allow the costs he incurred to be paid out of the estate.—COUNSEL, *Cann; Rowden*, K.C., and *F. S. Stokes; Levett*, K.C., and *Peek; P. Wheeler*. SOLICITORS, *S. J. Attenborough; Pownall & Co.; Cranford & Chester; A. F. V. Wild; Roberts & Wrightson*.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

ACME WOOD FLOORING CO. (LIM.) v. MARTEN. Bruce, J. 2nd and 5th Feb.

INSURANCE (FIRE)—LLOYD'S—SUBJECT TO AVERAGE—USAGE—UNDERWRITER.

Action tried in Commercial Court. This was an action to recover a loss on a Lloyd's fire policy underwritten by the defendant, an underwriter. The plaintiffs had a timber-yard with a steam saw-mill, and they insured against loss or damage by fire with the North British and Mercantile Insurance Co., the Scottish Alliance Insurance Co., the Union Assurance, and the Liverpool and London and Globe Insurance Co., in addition to a Lloyd's fire policy. As fire insurance companies regard the presence of a saw-mill as enhancing the risk of fire, the companies insured the timber-yard in question on a system of zones. Zone A covered a portion of the timber-yard up to five yards from the mill—a five yards radius; Zone B, from five yards to thirty yards; and Zone C over thirty yards. The value of the timber in Zone A was £1,940, and £1,900 worth was lost; in Zone B there was £13,260 worth, of which £9,400 was lost; in Zone C there was £21,300 worth, of which £1,550 was lost. Thus £36,500 was the value of the timber, and £12,850 was the agreed value of the burnt timber. The North British Mercantile Insurance Co. insured Zone A, £2,000; Zone B, £3,000; Zone C, £5,000 (separate lines which did not overlap though in one insurance). The Scottish Alliance Insurance, Zone C, £3,000. The Union Assurance insured Zone C, £5,500. The Liverpool and London and Globe insured Zone C, £12,000. Thus the plaintiffs were insured by companies for £30,500, in addition to the Lloyd's policy which was for £11,450, making a total of £41,950 for timber valued at £36,500. The Lloyd's policy was dated the 16th of December, 1901, and was against loss or damage by fire on timber and/or wood . . . whilst on any portion of Jarrah Wharf Tidal Basin, Victoria Dock, London . . . subject to average . . . from the 10th of October, 1901, to the 10th of October, 1902 . . . for £11,450, underwritten by the defendant for £200. No average clause slip was attached to the Lloyd's policy, but was to the other policies. The timber was moved from zone to zone, as daily business required. In September, 1902, during the continuance of the policies, a fire occurred at the plaintiffs' timber-yard. The plaintiffs contended that they were fully insured, and had paid premiums, both on the whole and on the three parts, and that they were entitled to an indemnity, and they asked for a declaration of the principle of liability under the Lloyd's policy; and that the Lloyd's policy must be applied in the first instance rateably with the North British and Mercantile Insurance Co., for £3,000, to make good and pay in full the £9,400 lost on Zone B, and that the then unexhausted portion of the Lloyd's policy must contribute rateably with the other policies to the losses on Zone C., and the then unexhausted portion rateably with the North British and Mercantile Insurance Co. for £2,000 to the losses in Zone A, and alternatively that Zone A should be dealt with before Zone C. The question was a question of construction. The plaintiff here was fully covered on the whole premises, and he could marshal the policies. If "subject to average" was a reference to some extended clause it referred to clauses 1 and 2 set out in Bunyon on the Law of Fire Insurance (1893), pp. 218, 219. Clause 2 restricted number 1; clause 2 pointed to such a case as the one under discussion: A specific policy must be exhausted first and then the general policy can be used. There is no uniform well-known meaning of the expression "subject to average" (*cf.* Lloyd's and the tariff companies) within the meaning of the principle laid down in Leake on Contract, pp. 128, 129, and with the cases there cited. Further, if the usage had not been brought to the notice of the plaintiffs, such usage must be reasonable. The defendant contended that as the policy sued on was "subject to average" the underwriters were liable to pay only such a sum, a proportion of the loss as the sum insured by the policy bears to the value of all the property covered by it. The defendant therefore was liable to pay $\frac{1}{3}\frac{0}{1}\frac{0}{0}\frac{0}{0}$ of £12,850, viz., £4,031, of which defendant had paid into court his share on the £200 underwritten by him. The plaintiffs were not fully insured. "Subject to average" brought in the *pro rata* clause (1): Bunyon on Fire Insurance (*supra*), 9 Geo. 4, c. 13, s. 3, was substantially the same as clause 1 (*supra*) and known as the average clause. The clauses attached to the companies' policies were the same as clause 1 (*supra*) and Lloyd's fire policies did have the average clause attached, and though no slip was attached to the policy in question the words "subject to average" bear the same meaning. Further, the words "subject to average" had a well-known trade meaning in accordance with clause 1 (*supra*). Clause 2 (Bunyon on Fire Insurance, *supra*) is not applicable to the present case. *Cur. adv. vult.*

BRUCE, J., in giving judgment, after stating the facts, said that the plaintiffs contended that all their timber was fully covered by their policies and that they were entitled to a complete indemnity. The question turned upon the meaning of the words in Lloyd's policy "subject to average." According to the evidence, these words "subject to average" or the words "subject to the conditions of average" had a clearly defined meaning in a Lloyd's policy. It was expressed in a slip which was frequently attached to a Lloyd's policy, which ran as follows: "Average Clause.—Whenever a sum insured is declared to be subject to average, if the property covered thereby shall at the breaking out of any fire be collectively of greater value than such sum insured, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly." That clause was no new clause, for a clause almost precisely similar was referred to in 9 Geo. 4, c. 13, s. 3. In this clause he thought the words "property covered thereby" meant the property covered by the policy which contained the declaration, and that the average clause had no relation to any other policy. Whether the average clause was attached to the policy or not, if the policy was expressed to be "subject to average," it was, according to the usage of Lloyd's, the same as if the clause had been attached, and he thought that where a person insured with Lloyd's, and obtained from Lloyd's a policy in the form ordinarily granted by Lloyd's, he must be taken to accept the terms expressed in the policy and agree to the meaning which the words ordinarily bear. The decided cases with regard to the authority of brokers at Lloyd's were, he thought, not inconsistent with that view. It might well be that a person dealing with Lloyd's and having no express notice of the customs of Lloyd's regulating the authority of brokers was not bound by such customs. But he thought it was different with regard to the terms expressed on the face of the contract which is handed to and accepted by the assured. But it was not necessary for the purpose of this judgment that he should decide this point, because upon the evidence it seemed clear that the plaintiffs had notice of the usage at Lloyd's and knew what was meant by the words "subject to average," and must be taken to have entered into the contract with a full knowledge that the average clause attached and with full knowledge of the meaning of that clause. He thought that the loss under the present policy must be calculated upon on the principle laid down by the usual average clause which was applied to a Lloyd's policy, and that a loss on that policy must be calculated without regard to the other policies. The plaintiff company on that policy, being insured on only a portion of the goods at risk, must be considered as being their own insurers for the difference, and must bear a rateable share of the loss accordingly. The plaintiff company was insured by the policy sued on to the extent of £11,450; the property at risk was £36,500, and the loss was £12,850; so that £4,031 0s. 6d. was the amount for which the underwriters were liable. The defendant had brought into court the sum of £70 8s. 3d., being his proportion of the loss in satisfaction of the plaintiffs' claim according to the above calculation. He must therefore give judgment for the defendant, with costs.—COUNSEL, *J. A. Hamilton*, K.C., and *Loshnis; Scrutton*, K.C., and *Wood Hill*. SOLICITORS, *Hollams, Sons, Coward, & Hawksley; W. Crump & Son.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

*** Owing to the non-return of a proof, there were two errors in the report of *Ward* v. *Hadrell* (*ante*, p. 246). The word "£21,172" should read "£21 17s. 2d.," and the words "judgments as different" should read "judgments in different actions."

New Orders, &c.

Summary Proceedings, England.

THE SUMMARY JURISDICTION RULES, 1879.

RULE, DATED DECEMBER 30, 1903, MADE BY THE LORD CHANCELLOR UNDER SECTION 29 OF THE SUMMARY JURISDICTION ACT, 1879, AS TO THE TAKING OF RECOGNIZANCES BY THE GOVERNOR OF A PRISON.

Rule 13A.—The certificate mentioned in Rule 13 of the Summary Jurisdiction Rules, 1886 (which relates to the taking of recognizances by the Governor of a Prison), shall be in the form in the Schedule annexed hereto, or to the like effect, and the person proposed as surety shall sign his name on the margin of the certificate.

December 30, 1903. HALSBURY.

SCHEDULE.

50.

Certificate of Ability of Surety to Pay.

In the [*County of* *Petty Sessional Division of*].
To the Governor of Prison.
Whereas *A.B.* is now in your custody under a Warrant of a Court of Summary Jurisdiction, dated the day of 19 , I hereby certify that the bearer of this, *C.D.*, of in the [County] of [*description*] (whose signature is in the margin hereof), has offered himself as Surety for the above-named Prisoner, and has satisfied me [or *the Court of Summary Jurisdiction sitting at on*] of his ability to pay the sum of £ in the event of the recognizance [*for the appearance of the said A.B. before the Court of*] referred to in the said Warrant becoming forfeited.

Signature of Surety,
Clerk to the Court of Summary Jurisdiction sitting at
day of 19 .

The *Canada Law Journal*, in an article on the Alaska Boundary decision, says, "The best that Canada could have hoped for was a disagreement, but the advantage would have been that all the evidence and arguments would have become public property. Literature would have been collected and provided from which it would have been possible to have arrived hereafter at a fair compromise by diplomatic negotiations by men competent to deal with the question in that aspect. This advantage, however, has been lost. . . . As to the representatives of the United States on this Commission, we have no quarrel with them as to the award. As sharp business men they are entitled to the credit of their careful handling of the matter, and have received, properly enough, the congratulations of the President and their people. But never again will there be a commission constituted as was the Alaska Boundary Commission for the settlement of any question affecting the territorial rights of the Dominion of Canada."

Law Societies.

The Incorporated Law Society for Cardiff and District.

The following are extracts from the report of the committee:

Members.—The number of members for the year 1903 was 128, as against 123 in 1902, and the subscribers to the society's library numbered in 1903 thirteen, as against twelve in 1902.

Prevention of Corruption Bill.—Your committee dealt with the Bill entitled "Prevention of Corruption," and opposed the same on the ground of its containing most objectionable clauses. Letters were forwarded by your committee on the subject of this Bill to various Members of Parliament, and to the Attorney-General and Solicitor-General, as well as to the legal newspapers. This Bill has been withdrawn.

The Law Society.—The Incorporated Law Society of the United Kingdom obtained a fresh charter last year and their society is now called "The Law Society." Your committee have been asked by Mr. Gray Hill, the president of that society for the current year, to endeavour to obtain additional members to that society from the practitioners in Cardiff. The secretary accordingly has made efforts to obtain new members, with the result that some seven or eight new members have already joined the Law Society.

The Education of Articled Clerks.—Your committee desire to call the attention of the members to the address of the president of the Law Society in Liverpool in October last with reference to the education of articled clerks, and your committee are glad to find that considerable sums of money are available for the formation of a School of Law in which the solicitors' branch of the profession will have an interest, and it is satisfactory to find that several solicitors are upon the governing body.

United Law Society.

Feb. 15.—Chairman, Mr. J. F. W. Galbraith.—Mr. J. Wylie moved: "That, in the opinion of this house, the time has come when the Liberal Unionist party should be formally dissolved." Mr. A. H. Richardson opposed. The speakers were Messrs. Neville Tebbutt, E. S. Cox-Sinclair, W. S. Clayton Greene, and J. W. F. Galbraith. Mr. Wylie replied. The motion was lost by five votes to three.

Law Students' Journal.

Law Students' Societies.

Law Students' Debating Society.—Feb. 16.—Chairman. Mr. Robert A. Gordon.—The subject for debate was: "That, in the opinion of this house, the permanent appropriation of the value of land by private individuals is indefensible in theory and harmful in practice; and that steps ought to be taken, by a reform of taxation or otherwise, to secure for the community a share of such value." Mr. Edward Jenks, M.A., B.C.L., opened in the affirmative; Mr. W. E. Tyldesley Jones opened in the negative. The following members also spoke: Messrs. J. M. Myers, F. H. Stevens, A. W. Findlay, and P. B. Henderson. The discussion was adjourned.

Birmingham Law Students' Society.—Feb. 16.—Mr. T. W. Ryland, B.A., presided, and the attendance numbered thirty. After the transaction of special business a debate took place on the following subject: "In 1890 Smith purchases Whiteacre. In 1894 he gives an equitable charge on it to Roe, and deposits the deeds, &c., with him. In 1900, Roe deposits the deeds for safe custody with his bankers, not knowing (as was the fact), that Smith was now a clerk in the bank. In 1904, Smith being hard up, takes the deeds, but not the charge, from the bank safe and hands them to his solicitor with instructions to sell. Jones purchases. On examination of the deeds, Jones' solicitor finds with them a letter dated 17th of July, 1895, addressed to Roe, and signed by Smith, as follows: 'Herewith I send you cheque for £12 5s., one quarter's interest due to you on security of Whiteacre.' No mortgage or charge is disclosed on the abstract. On inquiry Jones' solicitor is told by Smith's solicitor that he believes this to relate to an old equitable charge long since paid off and destroyed, and accepts this without further inquiry. In fact, the charge is still undischarged. The whole purchase-money is on completion handed to Smith, who misappropriates the amount of the charge. Is Roe entitled against the purchaser to the amount due on the charge." The speakers in the affirmative were Messrs. E. Woodward, B. R. Yorke, J. H. Round, R. A. Willes, J. H. Shephard, A. E. Coley, S. Morris, and J. D. H. Osborn; and in the negative Messrs. F. Foulston, J. F. E. Hallwright, F. A. Platt, T. H. Cleaver, R. A. Tench, and H. W. Lyde. After the openers on both sides had replied, the chairman summed up, and the meeting voted for the affirmative by a majority of one. A vote of thanks to the chairman concluded the proceedings.

Mr. Justice Wright, who has been on circuit, has been ordered by his medical advisers to desist from work at once. Mr. Justice Bucknill has proceeded to the Midland Circuit to continue the work which Mr. Justice Wright was unable to dispose of.

The Right Honourable Lord Justice Stirling will preside at the lecture to be delivered by Mr. A. W. Rowden, K.C., to the Solicitors' Managing Clerks' Association in the Old Hall of Lincoln's-inn on Wednesday next, the 24th instant, at 7 o'clock p.m.

The President and Vice-President of the Law Society at Norwich.

The President of the Norfolk and Norwich Incorporated Law Society (Mr. F. Oddin Taylor) on the 5th inst. entertained the members of the society and other guests at dinner to meet the President and Vice-President of the Law Society. After the usual loyal toasts,

Mr. Rawle, in proposing the bench and the bar, said that Norfolk seemed to him to be the natural home of lawyers. It appealed to all of them to recollect that the earliest text book that any of them had ever heard of, and very few of them had ever read, the famous Coke upon Littleton, was the work of a Norfolk man. And then there were many other distinguished judges who had been Norfolk men, from the days of Coke until now. But he doubted if there were any who were entitled to a higher position in the roll of fame than two most distinguished Norfolk men living in the present—Lord Lindley and Lord Justice Cozens-Hardy. These were Norfolk men. He added that our law was administered by a body of men who were above all kind of influence, men of the greatest learning, men of the greatest integrity—the soul of honour—and men whose character was such as to give us all the certainty that justice would be done, and that every man would get a fair hearing, and be treated with courtesy. These were some of the attributes of our judges. Long may it be so. But even judges did not live for ever. The supply of the future must come from the bar, which was recruited from no class, but from the people. They are brought up with us. They are part of us. And that is the real distinction between our judiciary and every other judiciary that I know anything of.

Judge Willis responded for the bench.

Mr. T. C. Blofield, who responded for the bar, said that many of them might know that long ago, he thought in the reign of James I., an Act of Parliament was passed to limit the number of attorneys in Norfolk, on account of the extremely litigious character of the inhabitants. He was all for freedom so far as numbers went, and as for the extremely litigious character of the inhabitants, he hoped to goodness they would never impose any restrictions upon that.

The Chairman, in proposing the toast of "The Law Society of England," said that he had had the honour for some three years past of being one of the ten members of the Council selected from outside. He had sat under three distinguished presidents—Sir Henry Fowler, who came to the rescue of the profession at a most critical time in its history, and the only solicitor that he was aware of who had obtained Cabinet rank; Sir Albert Rollit, a Parliamentary hand of great experience; and Mr. Gray Hill, than whom no president had ever more distinguished the profession and the society. The Law Society had rendered great service to the profession. Formerly he was inclined to the opinion that the society was more especially a metropolitan society, but since he had taken an active part in its deliberations he has found that he was entirely mistaken, and, indeed, no one who was not behind the scenes could imagine the services which had been rendered by the society to the solicitors of England. The Law Society was a very valuable society. It watched the interests of the profession. It did everything it possibly could to improve the status of the profession. It exercised proper discipline, to remove from its ranks those who were unworthy, and it aided in the legal education of the country. In consequence of the dissolution of two of the chief inns, New-inn and Clifford's-inn, a large sum had been placed at the disposal of the board for educational purposes, but the Law Society had anticipated that by providing as far as possible local education for articled clerks. He was sure all appreciated the presence of Mr. Gray Hill and Mr. Rawle. Mr. Hill was a man of varied attainments and was not only a great lawyer, but a great traveller, and also took great interest in the cultivation of art. He felt it a great compliment that the two heads of the profession had come there that night at considerable inconvenience.

Mr. Gray Hill, in responding, said it was very interesting to come to East Anglia. He often heard the question asked—What has the Law Society done for me? He proposed to give a little account of what the Law Society had done. In 1739, and he did not know how much earlier, there existed a society called the General Practisers, whose object was to preserve honourable practice in their branch of the profession. At that period solicitors and members of the bar were subject to a great deal of criticism. The poets and dramatists had a great deal to say about them that was not complimentary. The orders of the court in the seventeenth century required that every attorney should be a member of the Inns of Court. By some process which he was unable to explain, the solicitors were in the early part of last century excluded from the Inns of Court. True, they had the Inns of Chancery. There were nine Inns of Chancery to which solicitors belonged. He need not tell them the lamentable history of the disappearance of those inns. There were deeply regrettable examples set by those who were high in the administration of the law, when Serjeants'-inn was sold and divided amongst those who considered themselves to be proprietors of that inn. That example was followed by others, and one thing after another belonging to the solicitors was sold, and the proceeds were divided, until nothing but Clifford's-inn and the New-inn were saved. This Society of General Practisers developed in 1825 into the Law Society. It began with a very small membership, he believed 223. Property was bought in Chancery-lane, a library of a thousand books was got together, the practice was begun of instructing students in law, and in 1836 examinations were instituted, which was long before the bar took that course. While the bar were eating their dinners the solicitors were examining their students, and now, instead of 223 members of the Law Society, there were 8,000, and instead of 1,000 books, over 40,000. Still, the Law Society

had not increased to the extent it ought to have done, having regard to the large number of men in the profession throughout the country. There were 16,200 solicitors in this country, and less than 8,000 belonged to the Law Society. Gradually the society obtained the right to regulate its own affairs, and to examine its students, and lately it had tried various schemes of legal education in London. What the Law Society wanted was more help and more support. The people in Norfolk and Suffolk had been rather late in creating their own society. Indeed, in Suffolk he believed there was no society at the present moment. The Norfolk society was fourteen years old. Insufficiently supported as the Law Society had been, it had raised the status of the profession. It had inquired carefully into every measure relating not merely to the interests of the profession, but to the interests of the public. He hoped the Norfolk society would support the Bill which the Law Society had brought in with the object of protecting the public against unworthy members of the profession. Mr. Hill concluded by appealing to all solicitors to join the Law Society, and by urging the necessity of the establishment of local schools of law.

After other toasts had been given, Mr. GRAY HILL, in cordial terms, proposed the health of Mr. F. O. Taylor, a sentiment which the Dean of Norwich supported.

Mr. F. O. TAYLOR was received with the utmost heartiness on rising to respond, and the "Jolly Good Fellow" chorus was sung. The solicitors, he said, had always borne their part in the public life in Norwich. Looking back over fifty years, he had found no fewer than fourteen members of the profession had served the office of mayor or sheriff. At the present moment he might say that some eight or ten members of the profession were members of the town council, which shewed that the lawyers of Norwich did sometimes work without fees. It was something of credit to the profession also that a large number of philanthropic societies in Norwich had been officered by solicitors. Since 1823 the Norfolk and Norwich Musical Festival had been represented both in the secretaryship and also in the treasurership by solicitors. He claimed on the behalf of the profession that in Norwich it had not been always influenced merely by considerations of 6s. 8d., but had done its best as far as it could for the city's advancement and development

Companies.

Law Guarantee Society.

The sixteenth annual general meeting of the Law Guarantee and Trust Society (Limited) was held on Wednesday at the offices, No. 49, Chancery-lane, Mr. EDWARD F. TURNER (chairman) presiding.

The report stated that during the year the sum of £217,631 15s. 6d. had been received for premiums, fees as trustees and commissions, which, after allowing the sum of £46,837 19s. 3d. for re-assurances, left £170,793 16s. 3d. The percentage of management expenses, inclusive of agents' commission, directors' and auditors' fees on the above net income was for the year 26·16. The sum of £10,000 had been added to the general reserve fund, which now stood at £190,000. The special reserve for claims in suspense of £25,000, at the 31st of December, 1902, had been absorbed during the year, and the directors had restored the special reserve to a similar amount, which would more than meet all ascertained liabilities at the 31st of December, 1903. The balance of revenue, including the amount brought forward from last year, was £35,495 0s. 5d. From this, £8,000 had been paid as interim dividend for the half-year ending the 30th of June last, and the directors recommended that a further sum of £12,000 should be paid in respect of the half-year ending the 31st of December, 1903, free of income tax, making the dividend 10 per cent. for the year. This would leave £15,495 0s. 5d. to be carried forward. As a natural result of the expansion of the society's business the item of properties taken over had increased during the year. The directors had carefully considered this asset, and the amount shewn in the balance-sheet—namely, £211,921 9s. 9d., had been arrived at after writing off out of revenue such amounts as they considered to be sufficient.

Mr. THOS. R. RONALD (general manager and secretary) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report and balance-sheet. Referring to the credit side of the revenue acount the society had received during the year in premiums, fees as trustees, and commissions £217,631 15s. 6d., which well compared with last year, when the amount was £170,715. The figure of last year was larger than that of the year before, and every year since the society's existence, except two, when there had been a very slight check, the income of each year had exceeded that of the year before. From that figure was taken reinsurances £48,873 19s. 3d bringing it to a net sum of £170,793 16s. 3d., which compared with £118,455 for 1902. The amount of the reinsurances was less, not only actually, but relatively to their premium income, and this was due to the fact that owing to the increase of the society's capital they were financially in a much stronger position and could take a larger amount of risk than heretofore, and again, with the growth of experience the board had found it unnecessary to reinsure as much as on previous occasions. The society's income also shewed a greater tendency to include premiums which did not involve any pecuniary risk, such as the appointment of trustees and so on, and that element naturally bore on the question of reinsurances. On the debtor side was the item of claims £78,296 10s. 9d., which compared with last year £64,451, but the ratio of claims as compared with premium income was smaller, 45·84 against 54·41. This amount not only included actual payments made under policies which became liabilities, but also sums that were from time to time, and also such investments as were under the head of advances against securities. The management expenses were £36,575 2s. 6d., as compared with £25,771 last year. This item included commission, which represented a larger amount on this occasion, principally on account of the increase of business, and increased business was not to be had without increased expenses. But they bore a ratio of only 26 per cent. of the premium income, which was very moderate when compared with any office doing the same class of business. Then they had to deal with the balance brought forward of £59,485, and here they proposed to transfer to the general reserve £10,000, which would bring that fund up to £190,000. Last year £50,000 was transferred, but it was for a very special reason. It consisted of the premiums which had been obtained on the newly-issued shares, the whole of which were carried to reserve. The whole expense of that issue was borne out of the revenue, so that the £50,000 was carried intact to the reserve. Then it was proposed to carry to "reserve for claims in suspense," £25,000. The distinction between these two reserve funds was that the general reserve fund was looked upon as not to be drawn upon for any of the current purposes of the society. The intention was to treat the £190,000, at which it now stood, as a sacred amount, not to be used for the ordinary current purposes of the business. The reserve for claims was an amount which the directors knew would, or might be, wanted. At the end of each year there were various claims which had to be met, and the same amount had been set apart last year, and had been absorbed. But this year they did not expect to have to use the whole of it. The result was that there was a balance of £35,495, which it was proposed to deal with as was stated in the report, and the 10 per cent. dividend, free of income tax, might be looked upon as equivalent to 10½ per cent. Turning to the balance-sheet, there was the item "£50,000 Consolidated 2½ Per Cent. Stock" written down to 87½, £43,750. The principle of the society had always been to treat their investments at cost price, and they had never departed from it until this year, but in view of the fact that there was no prospect of Consols coming back to about 99, the figure at which the society bought, it had been thought better to make an exception in this case. The total depreciation on the 31st of December of the remaining securities was somewhere about £4,000. "Properties taken over pending realization, less amount written off," was £211,921 9s. 9d., which compared with last year £138,335. Last year the item stood at £138,000, and many of these securities had disappeared whilst others had taken their place, but it was always a fluctuating amount. This item represented, the board believed, a perfectly good asset, and there was no cause for alarm. At such times as the property market was depressed, the society was able, by reason of their financial strength and their organization, to hold on to these properties so that they might sell them to the best advantage. The properties thus taken over were the subject of a continuous audit, and the board had no anxiety with regard to them.

Mr. GRAY HILL (vice-chairman) seconded the motion, observing that he was a large shareholder, and had been on the board from the beginning. He had followed the proceedings of the society very closely, and was satisfied that its business was in the best condition.

Several shareholders having spoken,

The CHAIRMAN, replied to their remarks, and the report was unanimously adopted.

The directors retiring, Messrs. F. R. M, Phillips, R. Pennington, and R. Walters, were re-elected, as were the auditors, Messrs. Deloitte, Dever, Griffiths, & Co.

The CHAIRMAN, responding to a vote of thanks, hoped that it might be considered to include their very able manager, Mr. Ronald, and the well organized and zealous staff, without whom the board could do very little, but he hoped they did their best.

Obituary.

Mr. Kenyon C. S. Parker.

We regret to announce the death of Mr. Kenyon Charles Shirecliffe Parker, barrister-at-law, which occurred early on Tuesday morning last, after a very short illness. He was, we believe, at chambers on the Wednesday preceding his death, and was apparently in his usual health, but on Thursday a message was received that he would be unable to come to chambers owing to illness, and during the succeeding days he became rapidly worse, until the end came. He was the eldest son of Mr. Kenyon Stevens Parker, Q.C., and was called to the bar in 1862 at an unusually early age. He attained a good practice, and frequently appeared in court. In 1884 he was appointed one of the Examiners of the High Court. He took a keen interest in the Inns of Court Rifle Volunteers, in which he held the rank of captain and quartermaster.

Legal News.

Appointments.

Mr. JOHN BAMFORD SLACK, B.A., solicitor, has been elected Member of Parliament for the St. Alban's Division of Herts. Mr. Slack was admitted in 1880, and is a member of the firm of Messrs. Monro, Slack, & Atkinson, of 31, Queen Victoria-street, London.

Mr. FRANK BODILLY, barrister-at-law, has been appointed a Judge of the High Court of Judicature at Calcutta, in succession to Mr. Charles Henry Hill, who will shortly retire.

Mr. REGINALD M. BRAY, K.C., has been appointed a Commissioner to go the North-Eastern Circuit.

Mr. WILLIAM WILLS, barrister-at-law, has been appointed Junior Counsel to the Admiralty, in succession to Mr. R. B. D. Acland, who has been appointed one of his Majesty's Counsel.

Information Required.

WILLIAM AUSTIN.—Has any firm of solicitors any papers belonging to the late William Austin, of Hunugseria, Ceylon, who died in 1848, and whose grandmother was a Miss Evelyn? If so, would they communicate with Mrs. Irving, 7, Clarendon-villas, Widcombe, Bath.

General.

It is stated that Mr. Justice Walton will be the Easter Vacation Judge.

In the House of Commons on Wednesday last, Sir T. Dewar asked the Solicitor-General whether he was aware that the Recorder, when dealing with the case of a prisoner brought before him at the Old Bailey on the 9th inst., stated that in his opinion the Poor Prisoners' Act did not clearly shew that the prisoner was entitled to the services of both a solicitor and counsel, and in the circumstances he gave instruction for a counsel to be employed direct on behalf of the prisoner, without reference to a solicitor; and, if so, whether he proposed to take action in the matter. The Solicitor-General said the question did not accurately represent what was said by the Recorder on the occasion referred to. The Recorder stated that, as no solicitors had at the Old Bailey expressed their willingness to defend poor prisoners under the Act of last Session, he was unable to assign a solicitor, but that he had come to the conclusion that he was entitled to assign counsel, and he accordingly did so. The rules proposed by the Attorney-General in pursuance of the Act, and which have been laid upon the table of the House, make provision for the employment of both solicitor and counsel.

At the Manchester Assizes, at the conclusion of the common jury cases, says the *Times*, Mr. Justice Bigham referred to the exceptional number of cases for damages for personal injuries tried at the present assizes (out of a list of thirty jury cases twelve were of that character). He thought it would be a good thing if solicitors would use their influence with plaintiffs where anything like a reasonable sum was paid into court to induce them to accept the same. He said that for two reasons—first, and most important, that the plaintiff ran a risk, which was more or less serious now, of getting no verdict at all. The other reason was that he ran a still more serious risk of getting a verdict for less than the amount paid into court, and either count meant nothing but misfortune to the plaintiff. His experience at the present assizes—and Mr. Justice Jelf's had been the same—was that it was frequently the wisest thing to take the money out of court In the last case tried, where £101 had been paid into court and a verdict of £100 only recovered, the result would be that nearly every penny they had recovered would be taken away in costs. He thought it was a desirable thing that plaintiffs should be made aware of the risks they ran in refusing to take money out of court.

At the Hertford Assizes on Monday, the Lord Chief Justice, in his charge to the grand jury, referred to the Poor Prisoners' Defence Act, which he was glad to see had been put into force in one of the cases for trial. A good deal had been said and written as to the impracticability of the Act, but in his opinion the Act embodied one most useful principle if it was properly carried out. Under the Act legal aid was to be granted to a prisoner only if he satisfied the court from the nature of his defence that the case was one in which legal aid ought in the interests of justice to be given. Since the passing of the Criminal Evidence Act there was a strong temptation for a prisoner to reserve his defence until the actual trial; but now a prisoner would not be able to obtain free legal aid unless "it appeared, having regard to the nature of the defence set up by any poor prisoner, as disclosed in the evidence given or statement made by him, that it was desirable in the interests of justice that he should have such aid in the preparation and conduct of his defence, and that he was without means to obtain such aid." The Act was not passed for the benefit of the guilty, but of the innocent, and, in his opinion, it would never be a hardship for an innocent prisoner to disclose his defence at the earliest opportunity.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Feb. 22	Mr. Godfrey	Mr. Carrington	Mr. Jackson	Mr. Church
Tuesday 23	R. Leach	Beal	Pemberton	Greswell
Wednesday 24	Beal	Carrington	Jackson	Church
Thursday 25	Carrington	Beal	Pemberton	Greswell
Friday 26	Pemberton	Carrington	Jackson	Church
Saturday 27	Jackson	Beal	Pemberton	Greswell

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 22	Mr. R. Leach	Mr. King	Mr. Theed	Mr. Farmer
Tuesday 23	Godfrey	Farmer	W. Leach	King
Wednesday 24	R. Leach	King	Theed	Greswell
Thursday 25	Godfrey	Farmer	W. Leach	Church
Friday 26	R. Leach	King	Theed	W. Leach
Saturday 27	Godfrey	Farmer	W. Leach	Theed

The Property Mart.

Sale of the Ensuing Week.

Feb. 24.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2:—Kent, Bromley: Detached Freehold Residence, Sherstone, Blyth-road, occupying a very pleasant position within a few minutes' walk of the town; possession on completion. Solicitors, Messrs. Harwood & Pusey, London. (See advertisement, Feb 13, p. iv.)

Results of Sales.

Messrs. MAY & ROWDEN sold at the Mart, on the 16th inst., the Corporation Lease of 61, New Bond street, held at a ground-rent of £5 4s. 6d., renewable every 14 years at a fine of £36 10s. 8d., and let at £480 per annum, with possession in 1907, for £20,250.

At Messrs. H. E. FOSTER & CRANFIELD'S Property Auction at the Mart, E.C., on Wednesday last good prices were obtained for the lots on offer, which included four long Leasehold Houses, Nos. 98 to 104, Maryland-square, Maryland Point, which sold for £1,030; Leasehold Ground-rents of £11 7s. per annum, secured upon 31 houses in Ingrove-street, Clapham Junction, which realized £2,110; Leasehold Premises, St. James's Palace Chambers, No. 22, Ryder-street, St. James's, realized £13,000. No. 27, Elgin-crescent, Notting Hill, being the only property failing to find a purchaser.

REVERSIONS, LIFE POLICIES, AND SHARES.

The same Firm also held their Fortnightly Sale (No. 757) of the above interests at the Mart, E.C., on Thursday last, when the majority of the lots offered were sold, the total realized being £4,460.

REVERSIONS: Absolute to One-seventh of £3,500; life 50	Sold	£190
LIFE POLICIES:		
For £4,000; life 61	"	1,540
For £1,000; life 73	"	1,900
For £1,000; life 68	"	650
For £2,000; life 50	"	615
SHARES in the Newlands (West Griqualand) Diamond Mines (Ltd.)	"	265

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALPHA SYNDICATE (BRADLEY'S PROCESS (LIMITED))—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to William Henry Salmon, 5 and 6, Great Winchester st. Francis & Johnson, 6t Winchester st, solors for liquidator

ARLISS ANDREWS, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and particulars of their debts or claims, to Charles Andrews, 23, Binfield rd

AUTOMATIC TELEPHONE Co (1903) LIMITED—Petn for winding up, presented Feb 9, directed to be heard Feb 23. White, Holborn Viaduct, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

BRITISH NILE CORPORATION LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to James H S Hanning, 99, Gresham st

COMMERCIAL DISCOUNT CORPORATION, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to William Strachan, 4, King st, Cheapside

CONTINENTAL AUTOMOBILE Co, LIMITED—Petn for winding up, presented Feb 4, directed to be heard Feb 23. Piesse & Sons, Old Jewry chmbrs, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

DIRECT WINE IMPORTERS Co, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Alfred Nixon, 31, Victoria bldgs, Deansgate, Manchester. March & Co, Manchester, solors for liquidator

J. & D. BUNN, LIMITED—Petn for winding up, presented Feb 4, directed to be heard at the Court House, Church la, Oldham, March 3, at 10. Holroyd, Clegg st, Oldham, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2

LEEDS MATZO Co, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gregory, Albion Walk Chambers, Albion st, Leeds. Blackston, Leeds, solor for liquidator

LIMERICK GOLD MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to George William Drew, Leadenhall bldgs, 1, Leadenhall st. Burnie, Fenchurch st, solor for liquidator

LORD GEORGE (THE ORIGINAL) SANGER, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to E Layton Bennett, 31 and 32, Broad st av, Blomfield st

N L, LIMITED—Petn for winding up, presented Feb 10, directed to be heard Feb 23. Perks, Hamilton House, Victoria Embankment, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

NATIONAL ELECTRIC TRACTION Co, LIMITED—Petn for winding up, presented Feb 5, directed to be heard Feb 23. Laytons, Budge row, Cannon st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

RIDLEY AUTOCAR Co, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to Rikanah Macintosh Sharp, 120, Colmore row, Birmingham. Hughes & Masser, Coventry, solors for liquidator

London Gazette.—TUESDAY, Feb. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARROWSMITH, SINCLAIR, & Co, LIMITED—Petn for winding up, presented Feb 19, directed to be heard at the Court House, Government bldgs, Victoria st, Liverpool, Feb 26, at 10. Jaques & Co Ely pl, for Smith & Son, Liverpool, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25

LEAMINGTON COLLEGE, LIMITED—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to James Frederick Burgis, 6, Clarence ter, Leamington Spa

LIVERPOOL AND DOUGLAS STEAMERS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Sidney Stanley Dawson, 51, North John st, Liverpool. Walker, Liverpool, solor for liquidator

NEW BROUGHTON COLLIERY Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Sidney Stanley Dawson, 51, North John st, Liverpool. Walker, Liverpool, solor for liquidator

NOTTINGHAM SOAP Co, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts and claims, to Thomas Charles Leman, 1, St Peter's Church walk, Nottingham

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 12.

RECEIVING ORDERS.

ADEY, H C (male), Queen Victoria st, Commission Agent High Court Pet Jan 7 Ord Feb 9

ALDRED, HENRY WILLIAM, Lowestoft, Licensed Victualler Gt Yarmouth Pet Feb 10 Ord Feb 10

ARNOLD, HENRY, CORBYN, Longfleet, Poole, Dorset, Fishmonger Poole Pet Feb 9 Ord Feb 9

BENSON, HENRY and ALFRED PERCY DYSON, Leeds, Tobacconists Leeds Pet Feb 6 Ord Feb 6

BILLINGS, JOHN, Clacton on Sea, Draper High Court Pet Jan 28 Ord Feb 9

BOND, ARTHUR EDGAR, Gt Yarmouth, Builder Gt Yarmouth Pet Feb 10 Ord Feb 10

BOND, JOHN WILLIAM, Manchester, Greengrocer Manchester Pet Feb 8 Ord Feb 8.

BOWLER, ARTHUR ERNEST, Hornsey rd, Corn Chandler High Court Pet Feb 8 Ord Feb 8

BROWN, ROBERT, Sturminster Newton, Dorset, Farmer Dorchester Pet Feb 3 Ord Feb 9

CARPENTER, RICHARD, Heaton Mersey, Lancs, Mercantile Clerk Stockport Pet Feb 8 Ord Feb 8

CARTE, CHARLES, Halifax, Actor Halifax Pet Feb 9 Ord Feb 9

CHALLIS, WILLIAM, West Bridgford, Notts, Caretaker Nottingham Pet Feb 10 Ord Feb 10

COX, WILLIAM HENRY, Ilford, Essex, Fishmonger Chelmsford Pet Feb 8 Ord Feb 8

DENTON, RICHARD, Rochester, Law Clerk Rochester Pet Feb 8 Ord Feb 8

EDWARDS, HARRY, Merthyr Tydfil, Furniture Auctioneer and Dealer Aberavon Pet Feb 9 Ord Feb 9

ENTWISTLE, JOHN THOMAS, Wolverhampton, Builder Wolverhampton Pet Jan 30 Ord Feb 8

FETCH, THOMAS ARTHUR, Leicester, Grocer Leicester Pet Feb 8 Ord Feb 8

FIRTH, JAMES, Roberttown, Liversedge, Yorks, Licensed Victualler Dewsbury Pet Feb 10 Ord Feb 10

GILL, FREDERICK, Stanway, Glos, Farmer Cheltenham Pet Jan 26 Ord Feb 8

HARRISON, ALEXANDER JAMES, Newcastle on Tyne Newcastle on Tyne Pet Feb 8 Ord Feb 8

HAWKINS, ROBERT VINCENT, Walthamstow, Dealer in Old Metal High Court Pet Feb 2 Ord Feb 2

HEATHER, JOHN, Warwick rd, Kensington, Corn Chandler High Court Pet Feb 8 Ord Feb 8

HILTON, HERBERT, Brayford Wharf, Lincoln, Corn Merchant Lincoln Pet Feb 6 Ord Feb 6

HODDING, GEORGE MONTAGUE, Noddfa, Rhosneigr, nr Tycroes, Anglesea Carmarthen Pet Jan 19 Ord Feb 6

HOWELL, GORDON A, Hove, Sussex, Gentleman Brighton Pet Dec 22 Ord Feb 10

HUGHES, EDWARD, Brynymor, Colwyn Bay, Denbigh, Joiner Bangor Pet Feb 8 Ord Feb 8

JACKMAN, EDWIN, Yarmouth, I of W, Butcher Newport Pet Feb 9 Ord Feb 9

JACKSON, ERNEST ALFRED, Hollinwood, Oldham, Grocer Oldham Pet Feb 10 Ord Feb 10

KING, JAMES, Ulverston, Lancs, Innkeeper Barrow in Furness Pet Feb 9 Ord Feb 9

LANGMORE, W B, Queen st, Cheapside, Solicitor High Court Pet Dec 2 Ord Feb 10

LEWIS, ISAAC, Ebbw Vale, Mon, Hay Dealer Tredegar Pet Feb 9 Ord Feb 9

LINTERN, FREDERICK JOHN, Torquay, Music Dealer Exeter Pet Feb 9 Ord Feb 9

MATTHEWS, JOHN ALEXANDER, Easton, Portland, Dairyman Dorchester Pet Feb 10 Ord Feb 10

MATTHEWS, WILLIAM DANIEL, Tonypandy, Underground Pumpman Pontypridd Pet Feb 8 Ord Feb 8

MELLOR, JAMES WILLIAM, Oldham, Tailor Oldham Pet Jan 29 Ord Feb 8

MOORES, FRED, Leeds, Hatter Leeds Pet Feb 6 Ord Feb 6

MUNDY, R C, Streatham Wandsworth Pet Nov 10 Ord Feb 6

PERROTT, ISSELL, Copthall bldgs, Copthall av, Company Promoter High Court Pet Jan 28 Ord Feb 10

PRICE, FREDERICK JOHN, Darlaston, Staffs, Baker Walsall Pet Feb 9 Ord Feb 9

PYM, THOMAS, Streatham Common, Corn Dealer's Assistant Wandsworth Pet Feb 8 Ord Feb 8

ROBSON, ALFRED PARKER, South Shields, Builder Newcastle on Tyne Pet Feb 9 Ord Feb 9

ROSSER, JOHN, Llantwit juxta Neath, Furnaceman Aberavon Pet Feb 10 Ord Feb 10

SAMS, JOSEPH, Ventnor, I of W, Hotel Proprietor Ryde Pet Feb 1 Ord Feb 10

SCHUMACHER, FREDERICK, Llansamlet, Glam, Haulier Swansea Pet Feb 8 Ord Feb 8

SERACINI, GUISEPPE, Birmingham, Ice Cream Merchant Birmingham Ord Feb 8

SHAW, THOMAS, West Didsbury, nr Manchester, Tailor Manchester Pet Jan 28 Ord Feb 10

SMITH, ALBERT JOHN HUTIN, Richmond, Surrey, Stockbroker Wandsworth Pet Feb 10 Ord Feb 10

SPENCER, GEORGE, Binfield, Berks, Laundryman Windsor Pet Feb 9 Ord Feb 9

SPRIGGS, ALFRED, Wisbech St Peter, Cambridge, Market Gardener King's Lynn Pet Feb 10 Ord Feb 10

SWALLOW, HINCHLIFFE, Cliffe End, Huddersfield, Teamer Huddersfield Pet Feb 8 Ord Feb 8

SYMES, CHARLES STANLEY, Misterton, Somerset, Licensed Victualler Yeovil Pet Feb 1 Ord Feb 1

TREHARNE, EVAN, Pontypridd, Rollerman Pontypridd Pet Feb 9 Ord Feb 9

TURNER, WILLIAM POPE, and MATTHEW TURNER, Bilston, Staffs, Pottery Manufacturers Wolverhampton Pet Feb 8 Ord Feb 8

WEBB, FREDERICK CHARLES, Delamere ter, Paddington, Bootmaker High Court Pet Feb 10 Ord Feb 10

WHITE, WILLIAM, Doncaster, Grocer Sheffield Pet Feb 9 Ord Feb 9

WILSON, MARY, Batley, Yorks, Grocer Dewsbury Pet Feb 9 Ord Feb 9

YATES, THOMAS, Croston, Lancs, Farmer Bolton Pet Jan Jan 29 Ord Feb 10

Amended notice substituted for that published in the London Gazette of Feb 9:

POWNEY, JAMES SHEVELAND, Merthyr Tydfil, Baker Merthyr Tydfil Pet Feb 5 Ord Feb 5

FIRST MEETINGS.

ADEY, H C, Queen Victoria st, Commission Agent Feb 23 at 1 Bankruptcy bldgs, Carey st

ARMOUR, ANDREW, Penzance, Secondhand Furniture Dealer Feb 22 at 12 Off Rec, Boscawen st, Truro

BENSON, HENRY, and ALFRED PERCY DYSON, Leeds, Tobacconists Feb 22 at 11 Off Rec, 22, Park row, Leeds

BILLINGS, JOHN, Clacton on Sea, Draper Feb 24 at 12 Bankruptcy bldgs, Carey st

BLOOR, WALTER, FREDERICK HENRY BLOOR, JOSHUA BLOOR, and DAVID READE BLOOR, Macclesfield, Cattle Food Manufacturers Feb 23 at 11 Off Rec, 23, King Edward st, Macclesfield

BLOUNT, JOHN, Derby, Bricklayer Feb 20 at 11 Off Rec, 47, Full st, Derby

BOWLER, ARTHUR ERNEST, Hornsey rd, Corn Chandler Feb 23 at 11 Bankruptcy bldgs, Carey st

BRADBURY, TOM, Hinckley, Leicester, Contractor Feb 22 at 12 Off Rec, 1, Berridge st, Leicester

CARTE, CHARLES, Halifax, Actor Feb 24 at 3 Off Rec, Townhall chmbrs, Halifax

DENTON, RICHARD, Rochester, Law Clerk Feb 22 at 12 115, High st, Rochester

FETCH, THOMAS ARTHUR, Leicester, Grocer Feb 22 at 3 Off Rec, 1, Berridge st, Leicester

HADFIELD, EDWARD, Urmston, nr Manchester, Insurance Agent Feb 22 at 3 Off Rec, Byrom st, Manchester

HARRISON, ALEXANDER JAMES, Newcastle upon Tyne Feb 22 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

HAWKINS, ROBERT VINCENT, Walthamstow, Dealer in Old Metal Feb 24 at 12 Bankruptcy bldgs, Carey st

HAWTREY, JOHN, Edith rd, West Kensington, Journalist Feb 22 at 2.30 Bankruptcy bldgs, Carey st

HEATH, GREENWOOD, Mickletown, Methley, Yorks. Butcher Feb 22 at 11 Off Rec, 6, Bond ter, Wakefield

HILTON, HERBERT, Lincoln, Corn Merchant Feb 25 at 12.30 Off Rec, 31, Silver st, Lincoln

HUGHES, JAMES, Pontypridd, Commission Agent Feb 23 at 12 135, High st, Merthyr Tydfil

JONES, DAVID, and WILLIAM PIERCE ROBERTS, Llanrwst, Denbigh, Solicitors Feb 22 at 3.30 Station Hotel, Llandudno Junction

KING, HERBERT SINCLAIR SOUTHEY, Throgmorton av Feb 24 at 11 Bankruptcy bldgs, Carey st

LAWTON, PAUL, Droylsden, nr Manchester Feb 22 at 2.30 Off Rec, Byrom st, Manchester

LINTERN, FREDERICK JOHN, Torquay, Music Dealer Feb 25 at 10 30 Off Rec, 9, Bedford circus, Exeter

LITTLE, HENRY AUGUSTUS, jun, Brundall, Norfolk, Boat Builder Feb 22 at 12.30 Off Rec, 8, King st, Nowich

LITTLER, JOSEPH, Earlestown, Lancs, Grocer Feb 22 at 3.30 Off Rec, Byrom st, Manchester

LOCKIE, JOHN, Lesbury, Northumberland, Shipowner Feb 23 at 11.30 Off Rec, 30, Mosley st, Newcastle upon Tyne

LOVELL, FRANCIS OTLEY, Adelaide rd, South Hampstead, Medical Practitioner Feb 24 at 2.30 Bankruptcy bldgs, Carey st

LUBY, HARFORD, Southampton, Flour Factor Feb 20 at 11.30 Off Rec, Midland Bank chmbrs, High st, Southampton

MELLOR, HERBERT WILLIAMS, Buckingham st, Strand, Surveyor Feb 22 at 11 Bankruptcy bldgs, Carey st

MORRIS, DAVID JEHU, Walton, Liverpool Feb 23 at 12 Off Rec, 35, Victoria st, Liverpool

MUMFORD, D, Homerton, Carman Feb 23 at 2.30 Bankruptcy bldgs, Carey st

MUNDY, R C, Streatham Feb 23 at 12 24, Railway app, London Bridge

OCKENDEN, EDMUND PALMER, Kingston on Thames, Ironmonger Feb 22 at 11.30 24, Railway app, London Bridge

POORE, HERBERT EDWARD, Wolstanton, Cashier Feb 22 at 2.30 Off Rec, Newcastle upon Lyme

PYM, THOMAS, Streatham Common, Corn Dealer's Assistant Feb 23 at 11.30 24, Railway app, London Bridge

REEVES, JOHN AUGUSTUS, Bethesrden, Kent, Grocer Feb 23 at 12.30 Saracen's Head Hotel, Ashford

RUMBY, JAMES WILLIAM, North Kyme, Lincs, Licensed Victualler Feb 23 at 12.15 Off Rec, 4 & 6, West st, Boston

SHARP, HENRY, Delahay st, Westminster, Engineer Feb 22 at 12 Bankruptcy bldgs, Carey st

SMITH, FREDERICK WILLIAM, Cheltenham Feb 20 at 4 County Court bldgs, Cheltenham

SYMES, CHARLES STANLEY, Misterton, Somerset, Licensed Victualler Feb 22 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury

THOMAS, DAVID, Aberdare, Innkeeper Feb 22 at 2 135, High st, Merthyr Tydfil

TRUSCOTT, FRANCIS BERNARD, Gainsborough, Watchmaker Feb 25 at 12 Off Rec, 31, Silver st, Lincoln

WOOLLIAMS, ERNEST EDWARD, and WILLIAM LARDNER WOOLLIAMS, Adlestrop, Glos, Farmers Feb 23 at 12.45 Langston Arms Hotel, Chipping Norton Junction

ADJUDICATIONS.

ALDRED, HENRY WILLIAM, Lowestoft, Licensed Victualler Gt Yarmouth Pet Feb 10 Ord Feb 10

ARNOLD, HENRY CORBYN, Longfleet, Poole, Dorset, Fishmonger Poole Pet Feb 9 Ord Feb 9

ASHKENAZI, JOSEPH, Manchester, Shipper Manchester Pet Jan 29 Ord Feb 9

BENSON, HENRY, and ALFRED PERCY DYSON, Leeds, Tobacconists Leeds Pet Feb 6 Ord Feb 6

BOND, ARTHUR EDGAR, Gt Yarmouth, Builder Gt Yarmouth Pet Feb 10 Ord Feb 10

BOND, JOHN WILLIAM, Manchester, Greengrocer Manchester Pet Feb 8 Ord Feb 8

CARPENTER, RICHARD, Heaton Mersey, Lancs, Mercantile Clerk Stockport Pet Feb 8 Ord Feb 8

CARTE, CHARLES, Halifax, Actor Halifax Pet Feb 9 Ord Feb 9

CHALLIS, WILLIAM, West Bridgford, Notts, Corporation Caretaker Nottingham Pet Feb 10 Ord Feb 10

COX, WILLIAM HENRY, Ilford, Fishmonger Chelmsford Pet Feb 8 Ord Feb 8

DAWES, GEORGE, Newport, Salop, Licensed Victualler Stafford Pet Jan 22 Ord Feb 10

DENTON, RICHARD, Rochester, Law Clerk Rochester Pet Feb 8 Ord Feb 8

DIXON, GEORGINA ISABELLA, Davis' Hotel, Brompton sq High Court Pet Nov 12 Ord Feb 6

EDWARDS, HARRY, Merthyr Tydfil, Furniture Auctioneer Neath and Aberavon Pet Feb 9 Ord Feb 9

ENTWISTLE, JOHN THOMAS, Wolverhampton, Builder Wolverhampton Pet Jan 30 Ord Feb 8

FETCH, THOMAS ARTHUR, Leicester, Grocer and Beerseller Leicester Pet Feb 8 Ord Feb 8

FIRTH, JAMES, Roberttown, Liversedge, Yorks, Licensed Victualler Dewsbury Feb 10 Oad Feb 10

HEATHER, JOHN, Blythe rd, West Kensington pk, Corn Chandler High Court Pet Feb 8 Ord Feb 8

HILTON, HERBERT, Lincoln, Corn Merchant Lincoln Pet Feb 6 Ord Feb 6

JACKMAN, EDWIN, Yarmouth, I of W, Butcher Newport Pet Feb 9 Ord Feb 9

JACKSON, ERNEST ALFRED, Oldham, Grocer Oldham Pet Feb 10 Ord Feb 20

JEYNES, ALBERT GEORGE, Easton, Builder Bristol Pet Feb 2 Ord Feb10

LABLE, ANNIE, Brighton, Dealer in Fancy Goods Brighton Pet Feb 4 Ord Feb 8

LEWIS, ISAAC, Ebbw Vale, Mon, Hay Dealer Tredegar Pet Feb 9 Ord Feb 9

LINTERN, FREDERICK JOHN, Torquay, Music Dealer Exeter Pet Feb 9 Ord Feb 9

MATTHEWS, WILLIAM DANIEL, Tonypandy, Glam, Underground Pumpman Pontypridd Pet Feb 8 Ord Feb 8

OCKENDEN, EDMUND PALMER, Kingston on Thames, Ironmonger Kingston, Surrey Pet Feb 5 Ord Feb 10

PRICE, FREDERICK JOHN, Darlaston, Staffs, Baker Walsall Pet Feb 9 Ord Feb 9

PYM, THOMAS, Streatham Common, Corn Dealer's Assistant Wandsworth Pet Feb 8 Ord Feb 8

ROBSON, ALFRED PARKER, South Shields, Builder Newcastle on Tyne Pet Feb 9 Ord Feb 9

ROSSER, JOHN, Llantwit juxta Neath, Glam, Furnaceman Aberavon Pet Feb 10 Ord Feb 10

SCHUMACHER, FREDERICK, Llansamlet, Glam, Haulier Swansea Pet Feb 8 Ord Feb 8

SMITH, ALBERT JOHN HUTIN, Richmond, Surrey, Stockbroker Wandsworth Pet Feb 10 Ord Feb 10

SMITH, SAMUEL HARRY, and FREDERICK HEWSON SMITH, Gt Yarmouth, Builders Gt Yarmouth Pet Jan 18 Ord Feb 8

SPENCER, GEORGE, Binfield, Berks, Laundryman Windsor Pet Feb 9 Ord Feb 9

SPRIGGS, ALFRED, Cambridge, Market Gardener King's Lynn Pet Feb 10 Ord Feb 10

STUET, ALFRED AMBROSE, Isfield, Sussex, Innkeeper Lewes Pet Jan 28 Ord Feb 8

SUMMER, WILLIAM THOMAS, Gravesend, Schoolmaster Rochester Pet Feb 10 Ord Feb 10

SWALLOW, HINCHLIFFE, Cliffe End, Huddersfield, Teamer Huddersfield Pet Feb 8 Ord Feb 8

SYMES, CHARLES STANLEY, Misterton, Somerset, Licensed Victualler Yeovil Pet Feb 1 Ord Feb 1

TREHARNE, EVAN, Pontypridd, Rollerman Pontypridd Pet Feb 9 Ord Feb 9

TURNER, WILLIAM POPE, and MATTHEW TURNER, Bilston, Staffs, Pottery Manufacturers Wolverhampton Pet Feb 8 Ord Feb 10

WARD, MARK ISAAC, Bristol, Builder Bristol Pet Feb 6 Ord Feb 9

WEBB, FREDERICK CHARLES, Delamere ter, Paddington, Bootmaker High Court Pet Feb 10 Ord Feb 10

WHITE, WILLIAM, Doncaster, Grocer Sheffield Pet Feb 9 Ord Feb 9

WILSON, HENRY THOMAS VENTRESS, and WILLIAM PAUL WILSON, Sutton, Clothiers Croydon Pet Dec 5 Ord Feb 9

WILSON, MARY, Batley, Yorks, Grocer Dewsbury Pet Feb 9 Ord Feb 9

Amended notice substituted for that published in the London Gazette of Feb 5:

THOMPSON, GEORGE ROBERT, Thorpe, nr Wakefield, Market Gardener Wakefield Pet Feb 2 Ord Feb 2

Amended notice substituted for that published in the London Gazette of Feb 9:

POWNEY, JAMES SHEVELAND, Merthyr Tydfil, Baker Merthyr Tydfil Pet Feb 5 Ord Feb 5

THE LIVERPOOL BOARD of LEGAL STUDIES.—The ANNUAL MEETING of the LIVERPOOL BOARD of LEGAL STUDIES will be held on MONDAY, the 22nd inst., at 5.30 p.m., in the Library of the Incorporated Law Society of Liverpool, at 10, Cook-street, when an Address will be delivered by the President of the Law Society (J. E. Gray Bill, Esq.) on "Efforts to Establish Uniform Maritime Laws."
The Enoch Harvey Prize and the Timpron Martin and Atkinson Gold Medals for 1903, together with the Prizes and Scholarships won by Students attending the Board's Lectures during the Session 1902-1903, will be presented on the same occasion by the Honourable the Vice-Chancellor Sir Samuel Hall, K.C., Chairman of the Board.

MR. F. F. MONTAGUE, LL.B., continues to PREPARE for the SOLICITORS' FINAL and INTERMEDIATE EXAMINATIONS; payment by result.—Particulars on application, personally or by letter, at 93, Chancery Lane, W.

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OFFICE (close to Mansion House, E.C.).—Firm of Estate Agents would Share same with Country Solicitor or others wishing for town address, or to interview clients.—Apply, first instance, Box 604, care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

TO SOLICITORS and Others.—Good Light Offices to Let in Queen Victoria-street, one minute from Mansion House, most central position, Second and Third Floors.—Apply, personally or by letter, to JUDD'S ADVERTISING OFFICES, 5, Queen Victoria-street, E.C.

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To CONSTANTINOPLE, GREECE, &c.,
By Steamship "Cuzco," from Marseilles 1st April,
Passengers leave London 31st March,
Visiting TAORMINA (SICILY), CONSTANTINOPLE, SMYRNA (for Ephesus), PIRÆUS (for Athens, &c.), KALAMAKI, NAUPLIA, MARSEILLES, GIBRALTAR,
Arriving back in London in 29 days; or, if disembarking at Marseilles, in 21 days.
Fare 30 Guineas and upwards,
Including single or return railway ticket to Marseilles.

To SOUTH OF SPAIN, MOROCCO, &c.
By Steamship "Ormuz," from London 31st March.
Visiting GIBRALTAR (for Granada and the Alhambra), MALAGA, TANGIER, LISBON (for Cintra).
Arriving back in London 15th April.
15 Days for 15 Guineas and upwards.

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